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EXHIBIT A.

PETITION BEFORE THE INTERSTATE COMMERCE COMMISSION.

CITY OF NASHVILLE,
TRAFFIC BUREAU OF NASHVILLE,
Petitioners,
vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,
LOUISVILLE & NASHVILLE TERMINAL COMPANY,
NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY,
NASHVILLE TERMINAL COMPANY, AND
TENNESSEE CENTRAL RAILROAD COMPANY, H. B. CHAMBER-
LAIN AND W. K. McALISTER, *Reccivers,*
Respondents.

The petition of the above-named petitioners respectfully shows:

I.

That petitioner, City of Nashville, is a municipal corporation, organized and existing under the laws of the State of Tennessee, and is authorized and empowered by its charter of incorporation to sue and be sued, plead and be impleaded in all courts of law and equity and in all actions whatsoever.

That petitioner, Traffic Bureau of Nashville, is an association composed of merchants, manufacturers, and shippers of the City of Nashville; that it is located in the City of Nashville, in the State of Tennessee, and is incorporated under the laws of the State of Tennessee; that the principal purposes of its charter are those of

forwarding and protecting the interests of the merchants, manufacturers and shippers of the City of Nashville, Tenn., as well as their patrons, in all matters connected with the receiving and shipment of freight, freight rates, transportation and of securing such freight rates to and from all shipping points as shall prevent discriminations against the City of Nashville and shippers and patrons of Nashville, Tenn.

And this petition is made and filed by said Traffic Bureau of Nashville, on behalf of its members, and by said City of Nashville, on behalf of the city itself, and all other shippers and receivers of freight located in the City of Nashville, Tenn.

II.

The respondents above named are common carriers engaged in the transportation of passengers and property, wholly by railroad, between points in the different States of the United States, and as such common carriers, are subject to the provisions of the Act to Regulate Commerce, approved February 4, 1887, and Acts amendatory thereof and supplementary thereto.

III.

That respondent, Louisville & Nashville Terminal Company, is a terminal corporation duly created and organized under the laws of the State of Tennessee, and was chartered and organized under said laws March 21, 1893, for the purpose, among others, as set forth in its charter of incorporation, "of acquiring, constructing, maintaining, operating or leasing to others railroad terminal facilities for the accommodation of railroad passengers, and for hauling and transferring railroad freight," and with the following, additional, among other powers, conferred by its charter of incorporation:

"Said corporation shall have the power to acquire in this or any other State or States, and at such place or places, as shall be found expedient, such real estate as may be necessary, on which to construct, operate and maintain passenger stations, comprising passenger depots, office buildings, sheds

and storage yards and freight stations comprising freight depots, warehouses, offices and freight yards, roundhouses and machine shops, also main terminal railroad facilities, appurtenances and accommodations, suitable in size, location and manner of construction, to perform promptly and efficiently the work of receiving, delivering and transferring all passenger and freight traffic for railroad companies with which it may enter into contract for the use of its terminal facilities, and at such place or places. Said corporation shall have the power by purchase, lease or assignment of lease, to acquire and hold and to lease to others such real estate as may be necessary for the above-mentioned purposes of its corporation; and it may also acquire such real estate by condemnation in pursuance of the general laws, authorizing the condemnation of private property for work of internal improvement."

That said company owns a Union Station, freight station and other terminal stations; that the length of main track in Nashville, Tenn., owned is 1.07 miles; that it also owns 30.32 miles of sidings.

That said company does not file with this Honorable Commission any switching or terminal tariff, its property being leased for 99 years, from December 3, 1902, to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway, at a rental of four (4) per cent per annum, upon the cost; the proportion paid by each company being determined by its use of the property and the number of cars handled, the operating expenses being divided upon the same basis.

IV.

That respondent, Nashville Terminal Company, is a terminal corporation, duly created and organized under the laws of the State of Tennessee, and was chartered under said laws August 12, 1893, for the purpose, among others, as set forth in its charter of incorporation, "of acquiring, constructing, maintaining, operating or leasing to others, railroad terminal facilities for the accommodation of railroad passengers, and for hauling and transferring railroad freight," with the following addi-

tional, among other, powers, conferred by its charter of incorporation:

“Said corporation shall have the power to acquire in this or any other State or States, and at such place or places, as shall be found expedient, such real estate as may be necessary, on which to construct, operate and maintain passenger stations, comprising passenger depots, office buildings, sheds and storage yards and freight stations comprising freight depots, warehouses, offices and freight yards, roundhouses, and machine shops, also main sidetracks, switches, cross-overs, turnouts and other terminal railroad facilities, appurtenances, and accommodations, suitable in size, location and manner of construction, to perform promptly and efficiently the work of receiving, delivering and transferring all passenger and freight traffic for railroad companies with which it may enter into contract for the use of its terminal facilities, and at such place or places. Said corporation shall have the power by purchase, lease or assignment of lease, to acquire and hold and to lease to others such real estate as may be necessary for the above-mentioned purposes of its corporation; and it may also acquire such real estate by condemnation in pursuance of the general laws, authorizing the condemnation of private property for works of internal improvement.”

That said company does not file with this Honorable Commission any switching or terminal tariff, its property being operated by the Tennessee Central Railroad Company, H. B. Chamberlain and W. K. McAlister, Receivers, under a ninety-nine (99) year lease, dated April 1, 1911, the consideration of the lease being equal to five (5) per cent on the bonds of the company, taxes and other charges.

V.

That respondent, Louisville & Nashville Railroad Company, is a railroad corporation, duly created and organized under the laws of the State of Kentucky; that it owns the entire capital stock of the Louisville & Nash-

ville Terminal Company; and that it controls the Nashville, Chattanooga & St. Louis Railway through ownership of seventy-one and seventy-eight hundredths per cent of the total outstanding capital stock of said Nashville, Chattanooga & St. Louis Railway.

VI.

That respondent, Louisville & Nashville Railroad Company, has in effect and has filed with this Honorable Commission, Louisville & Nashville Railroad Tariff G. F. O. No. 1930, I. C. C. No. A-12658, which contains rates, rules and regulations governing absorptions, bedding, feeding, drayage, switching and other terminal charges at stations on the Louisville & Nashville Railroad.

That on first revised page 261, effective August 3, 1913, and page 262, effective December 3, 1912, of said tariff, the following, among other, switching rates, rules and regulations at Nashville, Tenn., are published:

“Rule 1. The Nashville Terminals, composed of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, handles freight within the terminal limits of Nashville, Tenn., for the Louisville & Nashville Railroad.

“Rule 2. Rates in this tariff cover the movement of a loaded car one way, and the return of the empty car, or the placing of an empty car, and returning it loaded, unless specified to the contrary herein. If an empty car is ordered for loading, and the service of switching or placing it has been performed, and the car is not loaded, the regular switching charge as shown in this tariff will be assessed against the person, firm or corporation ordering such car.

“Rule 4. (a) There is no switching charge to or from locations on tracks of the Nashville Terminals, within switching limits on freight traffic, car loads, from or destined to Nashville, Tennessee, via the L. & N. R. R., regardless of whether such traffic is from or destined to competitive or non-competitive points.

“(b) When destined to or coming from points on or via the L. & N. R. R., less than carload shipments of freight amounting to five thousand (5,000) pounds, or

over, will be switched free of charge between depots of the L. & N. R. R. and sidings, warehouses, or industries on tracks of the Nashville Terminals, within switching limits, and such placement or delivery of inbound freight shall constitute delivery of the freight to the consignee.

"Rule 4½. Absorption of switching charges to or from Hermitage Elevator, Nashville, Tenn.

"*Inbound*: On grain, carload, originating at points competitive with other lines, the L. & N. R. R. will absorb a switching charge of two dollars per car.

"*Outbound*: On grain, carload, destined to points competitive with other lines, the L. & N. R. R. will absorb a switching charge of two dollars per car.

"Rule 5. (a) Non-competitive Points: By 'non-competitive points' it is meant:

Points reached only by rails of the L. & N. R. R.
Points reached only by rails of railroads having track connection with the L. & N. R. R. only.

"(b) Competitive Points: All points not included in the description of "non-competitive points," but this is not to be considered as authorizing the absorption of switching other than specifically provided for in the foregoing rules.

"Rule 9. (a) Settlement for switching charges to reach receivers or shippers on tracks of connecting lines at Nashville, Tenn., must be made by the L. & N. R. R. direct with the connecting line or lines performing the switching service, and in no case will the L. & N. R. R. pay any switching charge to any shipper or receiver; the payments must in all cases be made direct to the connecting line or lines performing the service.

"(b) Where absorption of charges is made by the L. & N. R. R. under this tariff, the agent of the L. & N. R. R. at Nashville, Tenn., should file claim for his relief.

"Rule 15. (a) On freight traffic, carloads, *except coal* to or from points via the Tennessee Central Railroad, for which the L. & N. R. R. or N., C. & St. L. R'y do not compete at equal rates with the Tennessee Central Railroad, switching between industries, warehouses and elevators situated on private sidings of the Nashville terminal within terminal limits, as enumerated on pages 263 to 267, inclusive, and junction with the Tennessee Central Rail-

road at Baxter Heights, Tenn., switching charge of \$3.00 per car will be assessed.

“(b) No freight will be switched to or from any industry, warehouse, or elevator, situated within the Nashville Terminals, when from or destined to locations on Tennessee Central Railroad (Nashville Terminal Company) in Nashville, Tenn. (Files 361850 and 222208.)”

That the absorption of switching charges authorized in Rule 4½, quoted on page 9 of this petition, gives undue and unreasonable preference and advantage to carload competitive grain traffic to and from Hermitage Elevator, Nashville, Tenn., and to the Hermitage Elevator itself, and subjects all other carload competitive freight traffic at Nashville, Tenn., and all other industries, warehouses and elevators situated on sidings or tracks of, or private sidings which connect with, the Tennessee Central Railroad, or the Nashville Terminal Company, at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said switching charge of \$3.00 per car on non-competitive carload freight traffic authorized by Rule 15 (a), quoted on page 10 of this petition, between industries, warehouses and elevators situated on private sidings of the “Nashville Terminals,” within terminal limits, and junction with the Tennessee Central Railroad at Baxter Heights, Tenn., is unjust and unreasonable in and of itself, in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unjust and unreasonable as compared with the switching charge for similar services performed at other points on the Louisville & Nashville Railroad, thus subjecting non-competitive carload freight traffic received from or delivered to the Tennessee Central Railroad at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said tariff excepts from its provisions *coal* from the Tennessee Central Railroad, whether coming from a competitive or non-competitive point, thus prohibiting the switching or interchange of coal traffic between industries, warehouses and elevators situated on private sidings which connect with the tracks of the Louisville

& Nashville Railroad, the Nashville, Chattanooga & St. Louis Railway or the Louisville & Nashville Terminal Company, within the terminal limits of Nashville, Tenn., when such coal traffic reaches Nashville via the Tennessee Central Railroad, and subjecting the traffic of coal to undue and unreasonable prejudice and disadvantage, in denying said traffic the same privileges granted other carload freight traffic at Nashville, Tenn., in violation of Section 3 of the Act to Regulate Commerce, as amended.

VII.

That respondent, Louisville & Nashville Railroad Company charges and collects the following rates for switching competitive carload freight traffic between industries, warehouses and elevators, situated on private sidings which connect with the tracks of the Louisville & Nashville Railroad tracks of the Louisville & Nashville Terminal Company and junction with the Tennessee Central Railroad at Baxter Heights, Tenn., as published and filed with this Honorable Commission, in Louisville & Nashville Railroad, Nashville Local Tariff No. 2, I. C. C. No. A-11500, effective June 3, 1910, and Supplements 10 and 16 thereof.

CLASSES															
In Cents Per 100 Pounds															
1	2	3	4	5	6	A	B	C	D	E	H	(F Per)	I	L	M N
12	10	9	8	7	6	6	6	5	5	6	6	(10 Bbl.)	6	5	4 3

Governed by Southern Classification No. 39, I. C. C. 17, issued by W. R. Powe, Agent, supplement and re-issues, with exceptions as contained therein under note 28.

That said switching charges, applicable to competitive carload freight traffic are published between Nashville, Tenn., and Overtons, Tenn., on page 4, station 1, of said tariff, and are applied as switching charges between industries, warehouses and elevators, situated on private sidings which connect with the tracks of the Louisville & Nashville Railroad, or the tracks of the Louisville & Nashville Terminal Company, and junction with the Tennessee Central Railroad at Baxter Heights,

Tenn., by authority of Rule 2, page XVIII of said tariff, which reads as follows:

“To or from points not named herein, but which are directly intermediate with points to or from which specific class rates are named in this tariff, the class rate to or from the next more distant point will be applied.”

That said switching charges on competitive carload freight traffic are unreasonable in and of themselves in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unjust and unreasonable as compared with charges assessed for performing the same service in switching non-competitive carload freight traffic at Nashville, Tenn., and charges assessed for similar services performed in switching competitive and non-competitive carload freight traffic at other points on the Louisville & Nashville Railroad; thus subjecting carload competitive freight traffic received from or delivered to the Tennessee Central Railroad at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

VIII.

That respondent, Nashville, Chattanooga & St. Louis Railway has in effect at Nashville, Tenn., and has filed with this Honorable Commission, Terminal Tariff No. 2, I. C. C. No. 1958-A, effective September 1, 1911, which contains rates, rules and regulations governing demurrage, drayage, elevation, feeding, icing, switching, transfer and other terminal charges at stations on the Nashville, Chattanooga & St. Louis Railway and Western & Atlantic Railroad.

That on Eighth Revised page 44, of said tariff, effective December 14, 1913, the following, among other, rules, rates and regulations governing switching of cars and absorption of switching charges at Nashville, Tenn., appear:

“Rule 1. The Nashville Terminals, composed of the Nashville, Chattanooga & St. Louis Railway and the Louisville & Nashville Railroad handles freight within

the terminal limits of Nashville, Tenn., for the Nashville, Chattanooga & St. Louis Railway.

"Rule 2. There is no switching charge to or from locations on tracks of the Nashville Terminals, within switching limits, on freight traffic, carloads, from or destined to Nashville, Tenn., via the N., C. & St. L. R'y, regardless of whether such traffic is from or destined to competitive or non-competitive points.

"(a) When destined to or coming from points on or via the N., C. & St. L. R'y, less than carload shipments of freight aggregating five thousand (5,000) pounds, or over, will be switched free of charge between depot of the N., C. & St. L. R'y and sidings, warehouses, or industries, on tracks of the Nashville Terminals within switching limits, and such placement or delivery or inbound freight shall constitute delivery of the freight to the consignee. This rule does not apply to cars containing L. C. L. shipments of articles of exceptionally heavy or bulky nature weighing over 2,000 pounds each, which for our own convenience we might desire to switch, as on such articles no minimum loading is required.

"(b) Less than carload shipments of freight aggregating 5,000 pounds or over from sidings, warehouses, or industries located on the tracks of the Nashville Terminals and from private sidings connecting therewith, will be switched free of charge to Cummins Station for distribution and forwarding to points on or via the N., C. & St. L. R'y. In event any such shipments or portions thereof are not forwarded as herein provided, the full switching charge, as shown below will be assessed.

"Rule 5. On bulk grain in carloads, grain in barrels, boxes or sacks, not less than 24,000 pounds, grain products in barrels, boxes or sacks, carloads not less than 24,000 pounds, * * * received by the Nashville, Chattanooga & St. Louis Railway at Shops Junction, switched to elevators, mills or warehouses within the limits of the Nashville Terminals, the rates specified in Rule 8 will be assessed.

"(a) Upon submittal of evidence of the reshipment of an equivalent amount of *such* grain, or grain products, or shipment of an equivalent amount of milled product of such grain, via the N., C. & St. L. R'y, to all points, except N., C. & St. L. R'y local stations, *but including mill*

points south of Nashville on N., C. & St. L. R'y, this company will refund the switching charge so assessed.

“(b) Full Nashville proper rates will be applied to outbound movement.

“Rule 8. This tariff will not apply on traffic between industries, side tracks, or warehouses located on the Nashville Terminals, and the Tennessee Central Railroad. On traffic received from or delivered to the Tennessee Central Railroad at Shops Junction, except as provided—under ‘Exception’ below—the following rates will be applied. Governed by Southern Classification No. 39, W. R. Powe’s Agent, I. C. C. No. 17, with exceptions thereto as published under note 65, supplements thereto or reissues thereof.

CLASSES															
In Cents Per 100 Pounds															
1	2	3	4	5	6	A	B	C	D	E	H	(F Per)	L	M	N Special Iron
12	10	9	8	7	6	6	6	2½	2½	6	6	(5 Bbl.)	4	4	3 6
COMMODITIES															
Per Carload														In Cents Per	
Horses and Mules		Cattle		Hogs, Single Deck		Sheep, Single Deck								100 Pounds	
														Lumber, Carload	
\$7 00		\$7 00		\$7 00		\$7 00								3	

“Rule 9 eliminated. Rule 8 will apply.

“SWITCHING CHARGES

BETWEEN INDUSTRIES, WAREHOUSES AND ELEVATORS
WITHIN TERMINAL LIMITS,

Except as Shown Below.

Per Hundred Pounds, 1 Cent Minimum Charge
Per Car, \$3.00.

EXCEPTION.

“Between industries, warehouses and elevators situated on private sidings within terminal limits and junction with the Tennessee Central Railroad at Shops Junction (N., C. & St. L. connection), applicable as outlined below, switching charge, per car, \$3.00.

“1. The switching charge specified above is applicable only on freight traffic, carload (*except coal*) to or from non-competitive points via Tennessee Central Rail-

road, when from or destined to industries, warehouses and elevators situated upon private sidings, which connect with N., C. & St. L. R'y tracks, or tracks of the Nashville Terminals within terminal limits, Nashville, Tenn.

"2. By 'non-competitive' is meant traffic for which the N., C. & St. L. R'y or L. & N. R. R. does not compete at equal rates with the Tennessee Central Railroad.

"3. No freight will be switched to or from any industry, warehouse or elevator situated within the terminal limits, when from or destined to location on Tennessee Central Railroad (or Nashville Terminal Company), Nashville, Tenn."

That Rule 5, quoted on pp. 16 and 17 of this petition, gives undue and unreasonable preference and advantage to carload grain traffic received from the Tennessee Central Railroad at Shops Junction, and subject all other carload freight traffic received from the Tennessee Central Railroad at Shops Junction, switched to elevators, mills, warehouses or industries within the limits of the Nashville Terminals, and subsequently reshipped from Nashville via the Nashville, Chattanooga & St. Louis Railway, to undue and unreasonable prejudice and disadvantage in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said switching charge of \$3.00 per car on non-competitive carload freight traffic, as provided under "Exception," quoted on page 18 of this petition, between industries, warehouses and elevators situated on private sidings, which connect with the tracks of the Nashville, Chattanooga & St. Louis Railway, or the tracks of the Louisville & Nashville Terminal Company, and junction with the Tennessee Central Railroad at Shops Junction, Tenn., is unjust and unreasonable in and of itself, in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unjust and unreasonable as compared with the switching charge for similar services performed at other points on the Nashville, Chattanooga & St. Louis Railway, thus subjecting non-competitive carload freight traffic received from or delivered to the Tennessee Central Railroad at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said tariff excepts from its provisions, *coal* when from the Tennessee Central Railroad, whether coming from a competitive or non-competitive point, thus prohibiting the switching or interchange of *coal* between industries, warehouses and elevators, situated on private sidings which connect with the tracks of the Louisville & Nashville Railroad, the Nashville, Chattanooga & St. Louis Railway, or the Louisville & Nashville Terminal Company, within the terminal limits of Nashville, Tenn., when such traffic reaches Nashville via the Tennessee Central Railroad, and subjecting the traffic of *coal* to undue and unreasonable prejudice and disadvantage, in denying said traffic the same privileges granted other carload freight traffic at Nashville, Tenn., in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said switching charges on competitive carload freight traffic from and delivered to the Tennessee Central Railroad at Shops Junction provided for in Rule 8, quoted on page 17 of this petition, are unreasonable in and of themselves in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unjust and unreasonable, as compared with the charges made for performing the same services in switching non-competitive carload freight traffic at Nashville and for similar services performed in switching competitive and non-competitive carload freight traffic at other points on the Nashville, Chattanooga & St. Louis Railway, thus subjecting competitive carload freight traffic received from or delivered to the Tennessee Central Railroad at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

IX.

That respondent, Nashville, Chattanooga & St. Louis Railway, has published and filed with this Honorable Commission, ninth revised page 44 of its Terminal Tariff No. 2, I. C. C. No. 1958-A, effective January 25, 1914, cancelling Rules 5 and 8, referred to in paragraph VIII of this petition, and which restores Rule 9, referred to on page 17 of this petition, which reads as follows:

"9. Absorption of switching charges to or from Hermitage Elevator, Nashville, Tenn.

"*Inbound*: On grain, carload, originating at points competitive with other lines, the N., C. & St. L. R'y will absorb a switching charged of two dollars per car.'

"*Outbound*: On grain, carload, destined to points competitive with other lines, the N., C. & St. L. R'y will absorb a switching charge of two dollars per car."

That the cancellation of Rule 8 will have the effect of leaving no switching charges in effect on competitive carload freight traffic received from or delivered to the Tennessee Central Railroad Company at Nashville, Tenn., and will thereby subject interstate competitive carload freight traffic destined to or forwarded from Nashville, Tenn., via the Tennessee Central Railroad Company, when consigned to or originating at switches, tracks, industries, warehouses or elevators reached by or connecting with the individually owned tracks, switches or terminal facilities of the Nashville, Chattanooga & St. Louis Railway, to even more undue and unreasonable prejudice and disadvantage than said traffic is now subjected under the unreasonably high switching charges authorized in Rule 8, referred to in paragraph VIII of this petition, in violation of Section 3 of the Act to Regulate Commerce, as amended.

That the absorption of switching charges authorized in Rule 9 of said tariff, quoted above, will give undue and unreasonable preference and advantage to carload competitive grain traffic to and from Hermitage Elevator, Nashville, Tenn., and to the Hermitage Elevator itself, and will subject all other carload competitive freight traffic at Nashville, Tenn., and all other industries, warehouses and elevators situated on sidings, or tracks of, or private sidings which connect with the Tennessee Central Railroad, or the Nashville Terminal Company at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

X.

That respondent, Louisville & Nashville Railroad Company, owns and operates individual switches, tracks and terminal facilities, located in what is known as East Nashville, and respondent, Nashville, Chattanooga & St. Louis Railway, owns and operates individual switches, tracks and terminal facilities in what is known as West Nashville.

That interstate competitive carload freight traffic destined to or forwarded from Nashville, Tenn., via either the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway is switched to or from switches, tracks, industries, warehouses and elevators reached by or connecting with the individually owned switches, tracks and terminal facilities of the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway, within terminal limits at Nashville, Tenn., without additional charge to the consignee or consignor.

That interstate competitive carload freight traffic destined to or forwarded from Nashville, Tenn., via the Tennessee Central Railroad, consigned to or originating at industries, warehouses, and elevators reached by or connecting with the individually owned switches, tracks and terminal facilities of the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway, is subjected to the unreasonable switching charges, applicable to competitive carload freight traffic, set forth in paragraphs VII and VIII of this petition, thus subjecting interstate competitive carload freight traffic destined to or forwarded from Nashville, Tenn., via the Tennessee Central Railroad, when consigned to, or originating at switches, tracks, industries, warehouses and elevators reached by or connecting with the individually owned tracks, switches and terminal facilities of the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway, to undue and unreasonable prejudice and disadvantage in violation of Section 3 of the Act to Regulate Commerce, as amended.

XI.

Petitioners allege, on information and belief, that said tariffs and the discrimination created therein, as described in paragraphs VI, VII, VIII, IX and X of this petition, were established and made by mutual agreement and concert of action by, between and among respondents, the Louisville & Nashville Railroad Company, Louisville & Nashville Terminal Company and Nashville, Chattanooga & St. Louis Railway; said agreements and the discriminations created thereby, having been brought about by and between the Nashville, Chattanooga & St. Louis Railway, Louisville & Nashville Terminal Company and Louisville & Nashville Railroad Company, by virtue of and through the entire ownership of the capital stock of the Louisville & Nashville Terminal Company, and through the ownership of a majority of the capital stock of the Nashville, Chattanooga & St. Louis Railway by the Louisville & Nashville Railroad Company, as shown in paragraph V of this petition.

XII.

That respondent, Tennessee Central Railroad Company, H. B. Chamberlain and W. K. McAlister, Receivers, has in effect at Nashville, Tenn., and has filed with this Honorable Commission, Switching Tariff No. 5, I. C. C. No. A-274, effective September 8, 1911, which contains rates, rules and regulations governing drayage, switching and transfer at stations on the Tennessee Central Railroad.

On pages 7 and 8 of said tariff, the following, among others, rates, rules and regulations, appear:

“Rule 1. (a) Carloads— No cars will be switched for the receipt or delivery of less than 5,000 pounds of freight except that when tariffs or classifications provide a minimum of less than 5,000 pounds, such minimum will apply; provided, further, that no minimum weight will be required on articles requiring special facilities for loading and unloading, where such facilities are not provided.

“(b) Less Carloads—Less carload shipments aggregating 5,000 pounds or more forwarded by one shipper or consigned to one consignee, via the Tennessee Central Railroad will be switched without charge between the depots of this company, and switches, tracks, warehouses and industries reached by or connecting with the tracks of the Tennessee Central Railroad Company.

“Rule 5. Track connections of the Tennessee Central Railroad Company with the Louisville & Nashville Railroad are at Vine Hill and Baxter Heights, and freight may be interchanged with that line through either of those points. Track connection with the Nashville, Chattanooga & St. Louis Railway is at Baxter Heights, and freight may be interchanged with that line at that point.

“Rule 6. ‘Competitive points,’ referred to in Rule 7 below are points which are not reached *exclusively* by the rails of the L. & N. R. R., N., C. & St. L. R’y or railroads having track connections with the L. & N. R. R. or N., C. & St. L. R’y *only*.

“‘Non-competitive points’ referred to in Rule 8, page 8, are points which are reached *exclusively* by the rails of the L. & N. R. R., N., C. & St. L. R’y or railroads having track connections with the L. & N. R. R. Co. or N., C. & St. L. R’y *only*.

CHARGES ON TRAFFIC TO OR FROM COMPETITIVE POINTS.

“Rule 7. The Tennessee Central Railroad Company does not engage in the business of handling traffic between industries and warehouses on its tracks and points of interchange with the L. & N. R. R. or N., C. & St. L. R’y at Nashville when such traffic originates at, or is destined to competitive points (see Rule 6) on or reached via the Louisville & Nashville Railroad and its connections, or the Nashville, Chattanooga & St. Louis Railway and its connections, but where such service is performed as a matter of accommodation, rates named in Nashville Local Tariff No. 17-D, I. C. C. A-142, supplements thereto or reissues thereof, will be charged between points of interchange with the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway and warehouses and industries located on tracks of the Tennessee Central Railroad Company enumerated herein.

SWITCHING CHARGE ON TRAFFIC TO OR FROM NON-
COMPETITIVE POINTS.

“Rule 8. Switching charge between industries and warehouses on the tracks of the Tennessee Central Railroad Company enumerated herein and points of connection with the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway on traffic (*except coal*) to or from non-competitive points (see Rule 6) beyond Nashville, Tenn.

\$3.00 PER CAR.

“Rule 9:

“LOCAL SWITCHING CHARGES

Between

INDUSTRIES, WAREHOUSES AND PRIVATE SIDINGS
LOCATED ON TRACKS OF THE TENNESSEE
CENTRAL RAILROAD COMPANY.

One (1) cent per 100 pounds. Minimum charge,
\$3.00 per car.

“*Note:* Will *not* apply on shipments delivered to or received from the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway. (See Rule 10.)

“Rule 10:

“CHARGES ON TRAFFIC

Between

INDUSTRIES, WAREHOUSES AND PRIVATE SIDINGS
LOCATED ON TRACKS OF THE TENNESSEE
CENTRAL RAILROAD COMPANY

and

Points of Interchange with the Louisville & Nashville
R. R. or the Nashville, Chattanooga & St.
Louis Railway.

“Applicable *only* on shipments having *both origin* and *destination* within the switching limits at Nashville, Tenn.

“The Tennessee Central Railroad Company does not engage in the business of handling traffic between indus-

tries, warehouses and private sidings located on its tracks and points of interchange with the Louisville & Nashville R. R. or the Nashville, Chattanooga & St. Louis R'y where said traffic has both *origin* and *destination* within the switching limits of Nashville, Tenn., but where such service is performed as a matter of accommodation, rates named in Nashville Local Tariff No. 17-D, I. C. C. No. A-142, supplements thereto or reissues thereof, will be charged between points of interchange with the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway and private sidings, warehouses and industries located on the tracks of the Tennessee Central Railroad Company enumerated herein."

That said switching charge of \$3.00 per car on non-competitive carload freight traffic, authorized by Rule 8, referred to on page 28 of this petition, between switches, tracks, industries, warehouses and elevators reached by or connected with tracks of the Tennessee Central Railroad and points of connection with the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway is unjust and unreasonable in and of itself, in violation of Section 1 of the Act to Regulate Commerce, as amended.

That said tariff excepts from its provisions, *coal* from the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, whether coming from a competitive or non-competitive point, thus prohibiting the switching or interchange of coal between tracks, switches, industries, warehouses and elevators, reached by or connecting with the tracks of the Tennessee Central Railroad within the terminal limits of Nashville, Tenn., when such traffic reaches Nashville, Tenn., via the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway, and subjecting the traffic of coal to undue and unreasonable prejudice and disadvantage, in denying said traffic the same privileges granted other carload freight traffic at Nashville, Tenn., in violation of Section 3 of the Act to Regulate Commerce, as amended.

XIII.

That respondent, Tennessee Central Railroad Company, H. B. Chamberlain and W. K. McAlister, Receivers,

has filed with this Honorable Commission, Supplement 6 to its Switching Tariff No. 5, I. C. C. No. A-274, effective January 25, 1914, containing the following, among other rates, rules, and regulations, governing switching at Nashville, Tenn.:

“Rule 7-A. (Cancels Rule 7, page 7, of Tariff, paragraph XII of this petition):

SWITCHING CHARGES TO OR FROM BAXTER HEIGHTS AND VINE HILL, TENN., ON TRAFFIC INTERCHANGED WITH THE L. & N. R. R. OR N., C. & ST. L. R’y WHEN ORIGINATING AT OR DESTINED TO COMPETITIVE POINTS (See Rule 6, page 7, of Tariff; paragraph XII of this petition).

“(a) On grain, carloads, switched between Baxter Heights, Tenn., and the Hermitage Elevator & Warehouse, the charge will be \$2.00 per car.

“(b) On traffic other than that provided for in paragraph (a) switched between Baxter Heights or Vine Hill, Tenn., and switches, tracks, warehouses or industries reached by or connecting with the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., the rates to be applied or those shown in Nashville Local Tariff No. 17-E, I. C. C. A-323, supplements or reissues, applying between Nashville and Baxter Heights or Vine Hill, Tenn.

“Rule 8-A. (Cancels Rule 8, page 8 of Tariff; paragraph XII of this petition):

SWITCHING CHARGES TO OR FROM BAXTER HEIGHTS AND VINE HILL, TENN., ON TRAFFIC INTERCHANGED WITH THE L. & N. R. R. OR N., C. & ST. L. R’y WHEN ORIGINATING AT OR DESTINED TO NON-COMPETITIVE POINTS. (See Rule 6, page 7 of Tariff; paragraph XII of this petition):

“(a) On grain, carloads, switched between Baxter Heights, Tenn., and the Hermitage Elevator & Warehouse, the charge will be \$2.00 per car.

“(b) On coal switched between Baxter Heights or Vine Hill, Tenn., and switches, tracks, warehouses or industries reached by or connecting with the tracks of the

Tennessee Central Company at Nashville, Tenn., the charge will be 60 cents per net ton, carload, minimum weight marked capacity of car.

“(c) On traffic other than that provided for in paragraphs (a) and (b) switched between Baxter Heights or Vine Hill, Tenn., and switches, tracks, warehouses or industries reached by or connecting with the track of the Tennessee Central Railroad Company at Nashville, Tenn., the charge will be \$3.00 per car.”

That said switching charge of \$2.00 per car on grain originating at or destined to competitive or non competitive points between Baxter Heights, Tenn., and Hermitage Elevator & Warehouse, gives undue and unreasonable preference and advantage to grain traffic to and from Hermitage Elevator & Warehouse, Nashville, Tenn., and to the Hermitage Elevator & Warehouse itself, and subjects all other interstate carload freight traffic at Nashville and all other industries, warehouses and elevators situated on the sidings or tracks of, or private sidings which connect with, the Tennessee Central Railroad or the Nashville Terminal Company at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

That said switching charge of 60 cents per net ton on coal, carload, switched between Baxter Heights, or Vine Hill, Tenn., and switches, tracks, warehouses and industries, reached by or connecting with the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., is unreasonable in and of itself, in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unreasonable as compared with the switching charges for performing the same or similar services in switching other interstate carload non-competitive freight, thereby subjecting coal traffic at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage in violation of Section 3 of the Act to Regulate Commerce, as amended.

XIV.

That the switching charge of respondent, Tennessee Central Railroad Company, H. B. Chamberlain and W.

K. McAlister, Receivers, on carload freight traffic to or from competitive points authorized in Rule 7 and 7-A, quoted in paragraphs XII and XIII of this petition, are the rates between Nashville, Tenn., and Vine Hill and Baxter Heights, Tenn., published and filed with this Honorable Commission in Tennessee Central Railroad Company, H. B. Chamberlain and W. K. McAlister, Receivers, Nashville Local Tariff No. 17-E, I. C. C. No. A-323, effective June 25, 1913, on page 6, stations 28 and 29, and are as follows:

CLASSES															
In Cents Per 100 Pounds															
1	2	3	4	5	6	A	B	C	D	E	H	(F Per)	L	M	N O R
12	10	9	8	6	6	6	6	2½	2½	6	6	(5 Bbl.)	4	4	3 3 3

COMMODITIES				
Live Stock, C. L., in Dollars and Cents per Car.				
Iron, Special, C. L. in cents per 100 Pounds	Horses and Mules	Cattle	Hogs Single Deck	Sheep Single Deck
6	\$5 00	\$5 00	\$6 00	\$5 00

Logs (except walnut, cherry and cedar), min. wt., 30,000 lbs., 2½ cents per 100 lbs.

Lumber (see Item 10, page 5 of tariff), 3 cents per 100 lbs.

Governed by Southern Classification No. 39, I. C. C. No. 17, issued by W. R. Powe, Agent, with Exceptions shown therein under Note 49, Supplements thereto or reissues thereof.

That said switching charges on competitive carload freight traffic received from and delivered to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway are unreasonable in and of themselves in violation of Section 1 of the Act to Regulate Commerce, as amended, and relatively unjust and unreasonable as compared with the charges made for performing the same services in switching non-competitive carload freight traffic at Nashville, Tenn., and in switching competitive and non-competitive carload freight traffic at other points on the Tennessee Central Railroad, thus subjecting competitive carload freight

traffic received from or delivered to the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway at Nashville, Tenn., to undue and unreasonable prejudice and disadvantage, in violation of Section 3 of the Act to Regulate Commerce, as amended.

XV.

That physical connections now exist between the above named respondents' lines, terminal yards and tracks at points within what is known as "the switching limits of Nashville, Tenn.," and it is possible and practicable to interchange, without restrictions, carload freight traffic from the lines, terminals, yards or tracks of one respondent to the line, terminals, yards or tracks of any other of said respondents by switching movement or service.

XVI.

That this Honorable Commission, in the case of the *Traffic Bureau of Nashville v. Louisville & Nashville Railroad Company, et al.*, I. C. C. Docket No. 4604, 28th I. C. C. Rep., pages 533 to 542, decided December 9, 1913, held that the practice of respondents, Louisville & Nashville Railroad Company, Louisville & Nashville Terminal Company, Nashville, Chattanooga & St. Louis Railway, and Tennessee Central Railroad Company, H. B. Chamberlain and W. K. McAlister, Receivers, governing the switching of coal at Nashville, Tenn., is unreasonable, and, further, that the practice of the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway is unjustly discriminatory.

That at a general session of the Interstate Commerce Commission, held at its office in Washington, D. C., on the 9th day of December, 1913, the following order with reference to the switching of coal at Nashville, Tenn., was made in said case:

"That defendants, Louisville & Nashville Railroad Company, Nashville, Chattanooga & St. Louis Railway, and Louisville & Nashville Terminal Company be, and they are hereby, notified and required to cease and desist, on or before February 15, 1914,

and for a period of not less than two years thereafter to abstain, from maintaining any different practice with respect to switching interstate carload shipments of coal from and to the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., than they contemporaneously maintain with respect to similar shipments of coal from and to their respective tracks."

And it was further ordered:

"That said defendants be, and they are hereby, notified and required to establish, on or before February 15, 1914, upon notice to the Interstate Commerce Commission and to the general public by not less than five days' filing and posting in the manner prescribed in Section 6 of the Act to Regulate Commerce, and for a period of not less than two years after February 15, 1914, to maintain and apply to the interswitching of interstate carload shipments of coal at Nashville, Tenn., a practice which will permit the interswitching of such shipments from and to the lines of each and every defendant."

XVII.

Petitioners allege that by reason of the facts stated in the foregoing paragraphs, the receivers and shippers of freight located at Nashville, Tenn., and the City of Nashville, itself, have been subjected to the payment of rates for switching services which were, when exacted, and still are, unjust and unreasonable in violation of Section 1 of the Act to Regulate Commerce, as amended, and unduly discriminatory, in violation of Section 3 thereof.

XVIII.

WHEREFORE, petitioners pray that respondents may be severally required to answer the charges herein; that after due hearing and investigation, an order be made commanding said respondents, and each of them, to cease and desist from the aforesaid violations of said Act to

Regulate Commerce, and establish and put in force and apply as maximum rates in the future, for the switching of interstate carload competitive and non-competitive freight traffic in lieu of the rates named in paragraph VI, VII, VIII, IX, X, XII, XIII and XIV hereof, such other rates as this Honorable Commission may deem reasonable and just; and

That such other and further order or orders be made as the Commission may consider proper in the premises, and petitioners' cause may appear to require.

Dated at Nashville, Tenn., this tenth day of January, Nineteen Hundred Fourteen.

CITY OF NASHVILLE,

By _____,
City Attorney.

TRAFFIC BUREAU OF NASHVILLE,

By _____,
Commissioner.

EXHIBIT B.

BEFORE THE INTERSTATE COMMERCE COMMISSION.

No. 6484.

**CITY OF NASHVILLE, Et. Al.,
COMPLAINANTS,**

VS.

**LOUISVILLE & NASHVILLE RAILROAD CO., Et Al.,
DEFENDANTS.**

ANSWER OF LOUISVILLE & NASHVILLE RAILROAD COMPANY.

The Louisville & Nashville Railroad Company, one of the defendants in the above-entitled case, presents this its separate answer to the complaint filed herein:

I.

For answer to the first paragraph this defendant says that it has not sufficient knowledge or information to enable it to either admit or deny the allegations therein.

II.

For answer to paragraph two this defendant admits that it is a common carrier as alleged in said paragraph of the complaint.

III.

This defendant admits the allegations contained in paragraph three to be correct with the exception of the

following errors, evidently made through inadvertence:

At page three, thirteenth line from the bottom, the word "hauling" should be "handling."

At page four, first line, after the word "main" should be inserted "and side tracks, switches, cross overs, and turn outs and other."

At page four, ninth line from the bottom the last sentence should read "that it also owns 30.82 miles of sidings, yard tracks and second track."

At page four, fourth line from the bottom, December 3, 1902, should be substituted for "July 1, 1896."

IV.

As the allegations of paragraph four of the complaint are not directed against this defendant, no answer thereto is made.

V.

This defendant admits the allegations of paragraph five of the complaint as to stock ownership to be true, but denies that it thereby, or at all, controls said Nashville, Chattanooga & St. Louis Railway Company. Defendant says that the kinship between this defendant and its co-defendant, the Nashville, Chattanooga & St. Louis Railway, growing out of the fact that one owns a majority of the stock of the other, was one of the causes inducing the formation of the manifestly economical arrangement for acquiring, maintaining and operating joint terminals at Nashville, set forth in the tenth paragraph of this answer, though similar joint arrangements are customarily made between companies having no such relation to each other; but it says that the Nashville, Chattanooga & St. Louis Railway Company is wholly separate from and independent of the Louisville & Nashville Railroad in its management, operation and general policies.

VI.

This defendant admits that the quotation of its switching rules as contained in its Tariff G. F. O. 1930, I. C. C. A-12658, is correctly copied into paragraph six of the

petition, except in respect to Rule 9-A as contained on page nine of the petition, wherein there has been omitted, following Nashville, Tenn., seventh line from the bottom, these words: "whether such charges are absorbed by this company or added to its rates to and from Nashville, Tenn."

This defendant denies that the absorption of switching charges authorized in Rule 4½, quoted on page nine of the complaint, gives undue or unreasonable preference or advantage to carload competitive grain traffic to and from the Hermitage Elevator or to the Hermitage Elevator itself, or that it subjects all or any carload competitive freight at Nashville, Tenn., or all or any other industries, warehouses or elevators situated on the sidings or tracks of, or private sidings which connect with, the Tennessee Central Railroad or the Nashville Terminal Company of Nashville, Tenn., to undue or unreasonable preference or disadvantage, or is in violation of the Act to Regulate Commerce. Defendant says that it has not published in its tariff that it will absorb said switching charge upon competitive grain traffic to and from industries on the Tennessee Central Railroad other than said Hermitage Elevator, because said company does not switch such competitive traffic for this defendant to and from other industries on its line; but this defendant states that it is ready and willing to absorb the switching charge of the Tennessee Central Railroad Company upon all competitive traffic whether grain or other sorts moving to and from any and all other industries upon that company's line which it will switch for defendant.

This defendant denies that said switching charge of \$3.00 per car on non-competitive freight traffic authorized by Rule 15 (A), quoted on page ten of the complaint, between industries, warehouses and elevators situated on private sidings of the "Nashville Terminals," within terminal limits, and the junction with the Tennessee Central Railroad at Baxter Heights, Tenn., is unjust or unreasonable in and of itself, or relatively unjust or unreasonable as compared with the switching charge for similar service performed at other points on the Louisville & Nashville Railroad, or that it subjects non-competitive carload freight traffic received from or

delivered to the Tennessee Central Railroad at Nashville, Tenn., to undue or unreasonable prejudice or disadvantage or is in violation of Section 1 of the Act to Regulate Commerce.

This defendant admits that at the time this complaint was filed said tariff excepted from its provisions coal from the Tennessee Central Railroad, whether coming from a competitive or non-competitive point, but denies that said practice subjected the traffic of coal to undue or unreasonable prejudice or disadvantage, in violation of the Act to Regulate Commerce.

This defendant says, however, that since the filing of the complaint herein it has amended the tariff above mentioned so that the coal therein described is no longer excepted from its provisions. This defendant further denies that Rule 15 (B), quoted on page 10 of the complaint herein, subjects carload freight traffic when from or destined to locations on the Tennessee Central Railroad Company or the Nashville Terminal Company in Nashville, Tenn., or said locations themselves to undue or unreasonable prejudice or disadvantage in violation of the Act to Regulate Commerce.

VII.

This defendant denies all the allegations contained in paragraph seven of the complaint.

VIII.

As the allegations of paragraph eight of the complaint are not directed against this defendant no answer thereto is deemed necessary.

IX.

As the allegations of paragraph nine of the complaint are not directed against this defendant no answer thereto is deemed necessary.

X.

For answer to paragraph ten, this defendant admits that its terminal conditions and practices are substan-

tially as therein set out, namely, that competitive carload freight traffic destined to or forwarded from Nashville, Tennessee, by way of either the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway Company, is switched to or from switches, tracks, industries, warehouses and elevators reached by or connecting with the individually owned switches, tracks and terminal facilities of the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway Company, within terminal limits at Nashville, Tennessee, without additional charge to the consignee or consignor; but that like freight destined to or forwarded from Nashville, by way of the Tennessee Central Railroad is subjected to the switching charges set out in paragraphs seven and eight of the complaint. It denies, however, that said switching practice is unreasonable and denies that by virtue thereof said carload freight traffic when destined to or forwarded from Nashville by way of the Tennessee Central Railroad is subjected to undue or unreasonable prejudice or disadvantage in violation of the Act to Regulate Commerce.

For further answer to so much of the complaint, and particularly the tenth paragraph thereof, as alleges that the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company switch for each other without additional charge to the consignee or consignor and yet make a switching charge in the case of similar switching to or from the point of interchange with the Tennessee Central, this defendant denies that they switch for each other except as shown in this paragraph, and it alleges that said practice as performed is not unlawful or discriminatory, but is proper and lawful because of the following facts:

The Louisville & Nashville Terminal Company, a corporation duly organized under the laws of the State of Tennessee, and owner of certain terminal facilities in Nashville, Tenn., consisting of a union station, freight station, 1.07 miles of main track, 30.82 miles of sidings, yard tracks and second tracks, by a certain lease dated June 15, 1896, and a modification thereof, dated December 3, 1902, leased to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company all of its terminal property and facilities, including those last above mentioned for a term

of 99 years from July 1, 1896. Under the terms of said lease, copies of which will be exhibited at the hearing, the two lessees were given full and equal rights to the use and enjoyment of all said stations, tracks and terminal facilities. In addition to the stations, tracks and other terminal facilities of the Louisville & Nashville Terminal Company, leased as above set out, the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company own certain other tracks respectively, within the switching limits of the city of Nashville, which had physical connections with said Louisville & Nashville Terminal Company's tracks and with each other, and accordingly, as a matter of convenience and economy in the operation of said various terminal tracks and facilities at Nashville, the said Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company on August 15, 1900, entered into a certain written contract, copy of which will be exhibited at the hearing if desired, by the terms of which, for mutually valuable considerations, said two companies leased and granted each to the other trackage rights over its individually owned tracks, side tracks and terminal facilities, inside the switching limits of Nashville, and the two companies further agreed to jointly operate and maintain said terminals. In them were included the following property and facilities:

(a) All the property, improvements, buildings, erections and superstructures leased from the Louisville & Nashville Terminal Company, comprising about 1.07 miles of main track and 30.82 miles of side track, a union passenger station building and its appurtenances, baggage and express buildings, freight stations, roundhouse and coaling station, water tanks, office buildings, main and side tracks, and all and singular the terminal facilities of every kind belonging to said Terminal Company;

(b) The following property contributed to the joint arrangement by the Louisville & Nashville Railroad Company:

1. So much of the main and all the side and spur tracks and all erections, buildings, bridges and all appurtenances and property lying and being between the northerly line of the property of the Carter Shoe Factory, being 1,320 feet south of Mile Post 183 of the Second Division of the Main Stem, and the line of the Louisville &

Nashville Terminal Company at the south side of Gay Street.

2. So much of the main and all side and spur tracks, together with all and singular the shops, buildings, erections, superstructures and bridges thereunto appurtenant and belonging, lying and being between the line of the property of the Louisville & Nashville Terminal Company on the north side of Spruce Street and the yard limit board south of South Nashville, being at Mile Post 189 on the Nashville & Decatur Division.

(c) The following property contributed to the joint arrangement by the Nashville, Chattanooga & St. Louis Railway Company:

1. All main, side and spur tracks of the Northwestern or Nashville Division from Cedar Street west to the end of the double track at the shops of the N., C. & St. L. R'y, together with all erections, buildings, bridges and all appurtenances and property lying and being between said points.

2. The West Nashville Branch extending from N., C. & St. L. new shops to Cumberland River Wharf, including all side and spur tracks, together with all erections, buildings, bridges and all appurtenances and property lying and being between said points, save and except the new shop and Centennial grounds, and the tracks, buildings and superstructures thereupon.

3. So much of the main track of the Chattanooga Division and all sidings, and spur tracks lying and being between the north line of Spruce Street and South Cherry Street crossing, together with all erections, buildings, bridges and superstructures thereupon.

This defendant says that by the terms of said agreement for the joint operation of said terminal properties, called for convenience the Nashville Terminals, a plan was adopted for employing a superintendent, station master, master of trains, road master, supervisor of building or buildings, master mechanic, ticket agents, baggage master and other subordinate employes, agents and servants, as well as for procuring for their joint use and account the necessary equipment for the operation of said terminals and that pursuant to agreement the two companies have been continuously since August 15, 1900, and still are, operating said terminals jointly by means of the association above described, upon an agreed and satisfac-

tory basis of division of expenses. It was further understood and agreed by and between the parties to said contract that the rights, privileges, uses and enjoyments of all the property in the Nashville Terminals, as hereinbefore set out, in and by said two companies were, and they still are, the same, equal and joint, and none other except that each company retains the separate use of its separate freight stations and appurtenant tracks, and the Louisville & Nashville Railroad Company agreed separately to maintain and operate for its own use the terminal roundhouse and appurtenances thereto.

This defendant says that by the terms of said agreement uniting said terminal facilities as above set out, each of said companies acquired the absolute possession of and individual right to use the tracks and facilities of the other as well as the tracks and facilities leased from the Louisville & Nashville Terminal Company; that they thereupon had the right as a matter of convenience and economy to jointly maintain and through their joint agents, employes and servants jointly operate the same. This defendant accordingly says that the switching complained of in the complaint between the two roads is not in fact the switching of one for the other, but is the switching done by each over tracks to the use of which it is equally entitled with the other through the means of employes and agencies to whose service it is equally entitled with the other. This defendant says that all the movements of engines and cars herein complained of as free switching between said two companies are movements conducted by the joint employes, equipment and other joint agencies of the said two companies engaged in operating said terminals. And it says that this arrangement is a proper and valid one and does not constitute an unjust, unreasonable, or any discrimination against or disadvantage to the Tennessee Central Railroad or any other railroad not interested in the above arrangement, to the city of Nashville, or its citizens, and in fact does not constitute a discrimination or disadvantage at all.

The foregoing refers to regular switching in connection with a road-haul service. In the case of intra-terminal movements, the shipper for whom such movement is made pays the Nashville Terminals (which is the name by which the joint association is called for convenience) a

charge which is duly published in the tariffs. The switching charges paid by the Tennessee Central Railroad for services in the Nashville switching limits are also paid to the Nashville Terminals.

The defendant says that the above described arrangement for the maintenance and operation of joint terminals as a matter of economy and convenience to the participating lines, and as a distinct benefit to the public, is usual and customary throughout the country.

XI.

This defendant for answer to paragraph eleven denies all the allegations of said paragraph.

XII.

As the allegations of paragraph twelve of the petition are not directed against this defendant no answer thereto is deemed necessary.

XIII.

As the allegations of paragraph thirteen of the complaint are not directed against this defendant no answer thereto is deemed necessary.

XIV.

As the allegations of paragraph fourteen of the complaint are not directed against this defendant no answer thereto is deemed necessary.

XV.

For answer to paragraph fifteen of the complaint this defendant admits that the physical connections therein mentioned exist, but denies that it is possible or practicable to interchange without restrictions, carload freight traffic from the lines, terminals, yards or tracks of one defendant to the lines, terminals, yards or tracks of any other of said defendants by switching movement or service.

XVI.

For answer to paragraph sixteen this defendant admits that the Interstate Commerce Commission rendered a decision in the case mentioned in said paragraph, but it denies that the practice of this defendant and the other defendants mentioned in said paragraph was or is held to be unreasonable or unjustly discriminatory except only as to the handling of coal, and it says that it has accepted said opinion and order of the Interstate Commerce Commission and has changed its tariffs for both interstate and intrastate shipments so as to conform thereto. It accordingly denies that it is applying any unreasonable or any unjustly discriminatory rates, rules or practices at Nashville, Tenn., with respect to the switching of interstate shipments of coal, as set out in the paragraph therein referred to or any of them, or that it is subjecting interstate shipments of coal at Nashville or coal mines located in the State of Tennessee, or the owners or operators of said mines or the State of Tennessee itself, to any undue or unreasonable prejudice or disadvantage in violation of the Act to Regulate Commerce.

XVII.

For answer to paragraph seventeen this defendant denies that by reason of the alleged facts, or any of them, stated in the preceding paragraphs of the complaint the receivers or shippers of freight located at Nashville, Tennessee, or the city of Nashville itself, have been subjected to the payment of rates for shipping service which were, when exacted, or still are, unjust or unreasonable or unduly discriminatory or in violation of the Act to Regulate Commerce.

Wherefore, having fully answered, this defendant prays that the complaint herein as to it be dismissed.

HENRY L. STONE,

JOHN B. KEEBLE,

EDWARD S. JOUETT,

*Attorneys for Defendant, Louisville &
Nashville Railroad Co.*

EXHIBIT C.

BEFORE THE INTERSTATE COMMERCE COMMISSION.

I. C. C. DOCKET No. 6484.

CITY OF NASHVILLE, ET AL.,
COMPLAINANTS,

vs.

LOUISVILLE & NASHVILLE RAILROAD
COMPANY, ET AL., DEFENDANTS.

ANSWER OF NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY.

The Nashville, Chattanooga & St. Louis Railway, one of the defendants in the above-entitled case, for answer to the complaint states as follows:

I.

For answer to the first paragraph of the petition this defendant says that it is without sufficient knowledge or information to enable it to either deny or admit the allegations therein.

II.

For answer to paragraph two of the petition this defendant admits that it is a common carrier, as alleged in said paragraph of the complaint.

III.

This defendant admits the allegations contained in paragraph three to be correct, with the exception of the following errors, evidently made through inadvertence:

At page three, thirteenth line from the bottom, the word "hauling" should be "handling."

At page four, first line, after the word "main" should be inserted, "and side tracks, switches, cross-overs, and turnouts and other."

At page four, ninth line from the bottom, the last sentence should read, "that it also owns 30.82 miles of sidings, yard tracks, and second track."

At page four, fourth line from the bottom, December 3, 1902, should be substituted for "July 1, 1896."

IV.

As the allegations of paragraph four of the petition are not directed against this defendant, no answer thereto is made.

V.

As the allegations of paragraph five of the petition are not directed against this defendant, no answer thereto is made, with the exception that this defendant denies that in its operation it is controlled by the Louisville & Nashville Railroad Company.

VI.

As the allegations of paragraph six of the petition are not directed against this defendant, no answer thereto is made.

VII.

As the allegations of paragraph seven of the petition are not directed against this defendant, no answer thereto is made.

VIII.

For answer to paragraph eight of the petition, this defendant admits that it has in effect at Nashville, Tenn., and has filed with this Honorable Commission, Terminal Tariff No. 2, I. C. C. No. 1958-A, effective September 1, 1911, publishing rates, rules and regulations governing demurrage, drayage, elevation, feeding, icing, switching, transfer, and other terminal charges at stations on the

Nashville, Chattanooga & St. Louis Railway and the Western & Atlantic Railroad.

It also admits the accuracy of the petition respecting rules one and two, published on eighth revised page 44 of Terminal Tariff No. 2, effective December 14, 1913.

This respondent also admits the accuracy of Rule No. 5 as published on eighth revised page 44, and set out in the petition, but states that said rule was cancelled by ninth revised page 44 to said tariff, effective January 25, 1914, and Rule No. 5 is not now in effect.

This defendant also admits the accuracy of Rule No. 8, referred to in the petition as published on eighth revised page 44 of said Terminal Tariff No. 2, but states that said Rule No. 8 was cancelled by amendment to the tariff, said amendment being ninth revised page 44 to Terminal Tariff No. 2, and said Rule No. 8 is not now in effect.

This defendant also admits the accuracy of the allegations respecting the publication on eighth revised page of Terminal Tariff No. 2 of switching charges and regulations to apply on traffic switched between industries, warehouses, and elevators situated on private sidings within terminal limits, and on non-competitive traffic via the Tennessee Central Railroad to and from the junction with the Tennessee Central at shops junction; and also admits that paragraphs 1, 2, and 3 of said eighth revised page are correctly stated in the petition.

This defendant states that Rule No. 5, published on eighth revised page of Terminal Tariff No. 2, has been cancelled by amendment to said tariff, said amendment being ninth revised page 44, effective January 25, 1914.

This defendant denies that said switching charge of \$3 per car on non-competitive carload freight between industries, warehouses, and elevators, situated on private sidings of the Nashville, Chattanooga & St. Louis Railway or the Louisville & Nashville Terminal Company, and the junction with the Tennessee Central Railroad at shops junction is unjust and unreasonable, and relatively unjust and unreasonable, as compared with the charge assessed at other points.

This defendant admits that at the time this petition was filed, said tariff excepted from its provisions coal from the Tennessee Central Railroad when coming from competitive or non-competitive points, but denies that

said practice subjected traffic in coal to undue or unreasonable prejudices or disadvantages in violation of the Act to Regulate Commerce. This defendant, however, states that since the filing of the complaint herein it has amended the tariff so that the coal therein described is no longer excepted from these provisions. This defendant further denies that such exception subjected coal traffic or said locations themselves to undue or unreasonable prejudices or disadvantages in violation of Section 3 of the Act.

This defendant further states that Rule No. 8, quoted on page 17 of the petition, has been cancelled and is not now in effect.

IX.

For answer to paragraph nine of the petition, this defendant admits the publication and filing of ninth revised page 44 to Terminal Tariff No. 2, I. C. C. No. 1958-A, effective January 25, 1914, which cancels Rules No. 5 and No. 8 in eighth revised page 44, and the restoration of Rule No. 9, which latter rule is correctly quoted in the petition.

This defendant denies, however, that the cancellation of Rule No. 8 subjects competitive carload traffic forwarded from or destined to Nashville to unreasonable prejudice or disadvantage in violation of Section 3 of the Act.

This defendant denies that the absorption of switching charges provided by Rule No. 9 of said tariff gives undue and unreasonable preference and advantage to carload competitive grain traffic to and from Hermitage Elevator, or that it constitutes discrimination; defendant would be willing to make like absorptions on grain traffic in carloads when consigned to or forwarded from other elevators on the tracks of the Nashville Terminal Company, were other elevators in existence.

This defendant denies that it switches to and from the Hermitage Elevator, as its tracks do not reach that industry. It delivers the business to and receives it from the Tennessee Central Railroad at the junction of interchange, and the latter company or the Nashville Terminal Company performs switching to and from the elevator.

X.

For answer to paragraph ten this defendant admits that its terminal conditions and practices are substantially as therein set out, namely, that competitive carload freight traffic destined to or forwarded from Nashville, Tenn., by way of either the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway is switched to or from switches, tracks, industries, warehouses, and elevators reached by or connecting with the individually owned switches, tracks, and terminal facilities of the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway within terminal limits at Nashville, Tenn., without additional charge to the consignee or consignor; but that like freight destined to or forwarded from Nashville by way of the Tennessee Central Railroad is subjected to the switching charges set out in paragraphs seven and eight of the complaint. It denies, however, that said switching practice is unreasonable and denies that by virtue thereof said carload freight traffic when destined to or forwarded from Nashville by way of the Tennessee Central Railroad is subjected to undue or unreasonable prejudice or disadvantage in violation of the Act to Regulate Commerce.

For further answer to so much of the complaint, and particularly the tenth paragraph thereof, as alleges that the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway switch for each other without additional charge to the consignee or consignor and yet make a switching charge in the case of similar switching to or from the point of interchange with the Tennessee Central Railroad, this defendant denies that they switch for each other except as shown in this paragraph, but it alleges that said practice as performed is not unlawful or discriminatory, but is proper and lawful because of the following facts:

The Louisville & Nashville Terminal Company, a corporation duly organized under the laws of the State of Tennessee and holder in fee simple or under lease of certain terminal facilities in Nashville, Tenn., consisting of a union station, freight station, 1.07 miles of main track, 30.82 miles of siding, yard tracks and second tracks, by a certain lease dated June

15, 1896, and a modification thereof, dated December 3, 1902, leased to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway all of said terminal property and facilities including those last above mentioned for a term of 99 years from July 1, 1896. Under the terms of said lease, copies of which will be exhibited at the hearing, the two lessees were given full and equal rights, to the use and enjoyment of all said stations, tracks, and terminals. In addition to the stations, tracks, and other terminal facilities held by the Louisville & Nashville Terminal Company, leased as above set out, the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway own certain other tracks respectively within the switching limits of the city of Nashville, which had physical connections with the said Louisville & Nashville Terminal Company's tracks and with each other, and accordingly, as a matter of convenience and economy in the operation of said various terminal tracks and facilities at Nashville, the said Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway on August 15, 1900, entered into a certain written contract, copy of which will be exhibited at the hearing if desired, by the terms of which, for mutually valuable considerations, said two companies leased and granted each to the other trackage rights over its individually owned tracks, side tracks, and terminal facilities inside the switching limits of Nashville, and the two companies further agreed to jointly operate and maintain said terminals. In them were included the following property and facilities:

(a) All the property, improvements, buildings, erections, and superstructures leased from the Louisville & Nashville Terminal Company, comprising about 1.07 miles of main track and 30.82 miles of side track, a union passenger station building and its appurtenances, baggage and express buildings, freight stations, roundhouse and coaling station, water tanks, office buildings, main and side tracks, and all and singular the terminal facilities of every kind held by said terminal company.

(b) The following property contributed to the joint arrangement by the Louisville & Nashville Railroad Company:

1. So much of the main and all the side and spur tracks and all erections, buildings, bridges, and all appurtenances and property lying and being between the northerly line of the property of the Carter Shoe Company, being 1,320 feet south of mile post 183 of the Second Division of the main stem, and the line of the Louisville & Nashville Terminal Company at the south side of Gay Street.

2. So much of the main and all side and spur tracks, together with all and singular the shops, buildings, erections, superstructures, and bridges thereunto appurtenant and belonging, lying and being between the line of the property held by the Louisville & Nashville Terminal Company on the north side of Spruce Street and the yard limit board south of South Nashville, being at mile post 189 on the Nashville and Decatur Division.

(c) The following property contributed to the joint arrangement by the Nashville, Chattanooga & St. Louis Railway:

1. All main, side, and spur tracks of the Northwestern or Nashville Division from Cedar Street west to the end of the double track at the shops of the Nashville, Chattanooga & St. Louis Railway, together with all erections, buildings, bridges, and all appurtenances and property lying and being between said points.

2. The West Nashville Branch, extending from the new shops of the Nashville, Chattanooga & St. Louis Railway to Cumberland River wharf, including all side and spur tracks, together with all erections, buildings, bridges and all appurtenances and property lying and being between said points, save and except the new shop and centennial grounds and the tracks, buildings, and superstructures thereupon.

3. So much of the main track of the Chattanooga Division and all sidings and spur tracks lying and being between the north line of Spruce Street and South Cherry Street crossing, together with all erections, buildings, bridges, and superstructures thereupon.

This defendant says that by the terms of said agreement for the joint operation of said terminal properties, called for convenience the Nashville Terminals, a plan was adopted for the joint employment of a station mas-

ter, master of trains, road master, supervisor of building or buildings, master mechanic, ticket agents, baggagemaster, and other subordinate employes, agents, and servants, as well as for procuring for their joint use and account the necessary equipment for the operation of said terminals, and that pursuant to agreement the two companies have been continuously since August 15, 1900, and still are, operating said terminals jointly by means of the association above described, upon an agreed and satisfactory basis of division of expenses. It was further understood and agreed by and between the parties to said contract that the rights, privileges, uses, and enjoyments of all the property in the Nashville Terminals, as hereinbefore set out, in and by said two companies were, and they still are, the same, equal and joint, and none other except that each company retains the separate use of its separate freight stations and appurtenant tracks, and the Louisville & Nashville Railroad Company agreed separately to maintain and operate for its own use the terminal roundhouse and appurtenances thereto.

This defendant says that by the terms of said agreement uniting said terminal facilities as above set out, each of said companies acquired the absolute possession of and individual right to use the tracks and facilities of the other as well as the tracks and facilities leased from the Louisville & Nashville Terminal Company; that they thereupon had the right as a matter of convenience and economy to jointly maintain and through their joint agents, employes, and servants jointly operate the same. This defendant accordingly says that the switching complained of in the complaint between the two roads is not in fact the switching of one for the other, but is switching done by each other over tracks to the use of which it is equally entitled with the other through the means of employes and agencies to whose service it is equally entitled with the other. This defendant says that all the movements of engines and cars herein complained of as free switching between said two companies are movements conducted by the joint employes' equipment and other joint agencies of the said two companies engaged in operating said terminals. And it says that this arrangement is a proper and valid one and does not constitute an unjust, unreasonable, or any discrimination against or disadvantage to the Tennessee Central Rail-

road or to any other railroad, not interested in the above arrangement, to the city of Nashville, or its citizens, and in fact does not constitute a discrimination or disadvantage at all.

XI.

This defendant for answer to paragraph eleven denies all the allegations of said paragraph.

XII.

As the allegations of paragraph twelve of the petition are not directed against this defendant no answer thereto is deemed necessary.

XIII.

As the allegations of paragraph thirteen of the petition are not directed against this defendant no answer thereto is deemed necessary.

XIV.

As the allegations of paragraph fourteen of the petition are not directed against this defendant no answer thereto is deemed necessary.

XV.

For answer to paragraph fifteen of the petition, this defendant admits that the physical connections therein mentioned exist, but denies that it is possible or practicable to interchange, without restrictions, carload freight traffic from the lines, terminals, yards or tracks of one defendant to the lines, terminals, yards or tracks of any other of said defendants by switching movement or service.

XVI.

For answer to paragraph sixteen of the petition, this defendant admits that the Interstate Commerce Commission rendered a decision in the case mentioned in said

paragraph, but denies that the practice of this defendant and the other defendants mentioned in said paragraph, was or is held to be unreasonable or unjustly discriminatory except only as to the handling of coal, and it says that it has accepted the said opinion and order of the Interstate Commerce Commission and has changed its tariffs for both intrastate and interstate shipments so as to conform thereto. It accordingly denies that it is applying any unreasonable or unjustly discriminatory rates, rules or practices at Nashville, Tenn., with respect to interstate or intrastate shipments of coal at Nashville, or coal mines located in the State of Tennessee, or the owners of said mines, or the State of Tennessee itself, or any undue or unreasonable prejudices or disadvantages in violation of the Act to Regulate Commerce.

XVII.

For answer to paragraph seventeen of this petition, this defendant denies that the receivers and shippers of freight located at Nashville, Tenn., and the city of Nashville itself, have been subjected to payment of rates for switching charges which were, when exacted, unjust and unreasonable and in violation of Section One of the Act to Regulate Commerce, as amended, etc.

Therefore, having fully answered, this defendant prays that the complaint herein as to it be dismissed.

CLAUDE WALLER,

J. D. B. DE BOW,

R. WALTON MOORE,

Attorneys for Defendant Nashville, Chattanooga & St. Louis Railway.

EXHIBIT D.

BEFORE THE INTERSTATE COMMERCE COMMISSION.

CITY OF NASHVILLE, ET AL., - - - - *Complainants,*
versus

LOUISVILLE & NASHVILLE RAILROAD, ET AL., - *Defendants.*

ANSWER OF THE LOUISVILLE & NASHVILLE TERMINAL COMPANY.

The Louisville & Nashville Terminal Company for answer to the complaint herein, and to each paragraph thereto that in anywise relates to it, denies any and all allegations of the complaint with reference to any connection upon its part with the switching policy at Nashville and says that it leased all of its property and facilities at that place to its co-defendants, the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway by a certain lease dated June 15, 1896, and modified by supplemental lease agreement of December 3, 1902, and that since said original date it has had no participation direct or indirect with any of the matters or subjects referred to in the complaint herein.

Wherefore, having fully answered this defendant prays that the complaint herein as to it be dismissed.

J. B. KEEBLE,

E. S. JOUETT,

*Attorneys for Defendant, Louisville &
Nashville Terminal Co.*

INTERSTATE COMMERCE COMMISSION.

WASHINGTON.

I, George B. McGinty, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of the transcript of the stenographer's notes of the hearing held March 25 and 26, 1914, at Nashville, Tenn., before Commissioner Meyer, in case No. 6484, City of Nashville and others against Louisville & Nashville Railroad Company and others (being the only hearing in the case), of all the exhibits filed at and subsequent to the hearing, and of cross-interrogatories and answers thereto, including exhibits by W. P. Bruce dated May 20, 1914, the originals of which are now on file and of record in the office of this Commission.

[Seal]

IN WITNESS WHEREOF, I have
herunto set my hand and affixed
the Seal of said Commission,
this 29th day of March, A. D.
1915.

GEORGE B. MCGINTY,
*Secretary of the Interstate
Commerce Commission.*

(This Transcript of Evidence entitled "Exhibit E with the Petition" is, for convenience, divided by plaintiffs into two volumes of Exhibits, which constitute, respectively, Vol. II, containing all testimony and other writing, and Vol. III, containing the maps and blue prints. This certificate is accordingly attached to each.)

EXHIBIT E.

BEFORE THE

Interstate Commerce Commission.

CITY OF NASHVILLE, ET AL., <i>Complainants,</i>	}	Docket No. 6484.
<i>vs.</i>		
LOUISVILLE & NASHVILLE RAILROAD COM- PANY, ET AL., - - - <i>Defendants.</i>		

Nashville, Tennessee, March 25, 1914, Ten o'clock A. M.

BEFORE:

COMMISSIONER MEYER:

APPEARANCES:

ALBERT G. EWING and

F. M. GIRARD (Nashville, Tennessee), appearing for the City of Nashville.

T. M. HENDERSON (Nashville, Tennessee) appearing for Traffic Bureau of Nashville.

EDWARD S. JOUETT (Louisville, Kentucky), appearing for Louisville & Nashville Railroad Company.

2 J. D. B. DeBOW (Nashville, Tennessee), appearing for Nashville, Chattanooga & St. Louis Railway Company.

FRANK W. GWATHMEY (Colorado Building, Washington, D. C.) appearing for the Nashville, Chattanooga & St. Louis Railway Company.

CLAUDE WALLER (Nashville, Tennessee), appearing for Nashville, Chattanooga & St. Louis Railway Company.

WALTER STOKES (Nashville, Tennessee), appearing for Tennessee Central Railroad Company.

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PROCEEDINGS.

Commissioner Meyer: Gentlemen, we have set for hearing this morning Docket No. 6484, City of Nashville and Traffic Bureau of Nashville against the Louisville & Nashville Railroad Company and others. I understand that appearances have been entered, but if there are any present who have not yet done so they may enter their appearances during the day.

We will proceed with the testimony on behalf of the petitioners.

Mr. Henderson: I will call Mr. Murray.

Mr. Jouett: Before that I wish to say that I desire to file an amended answer merely correcting the description of the property of the Louisville & Nashville Terminal Company. I find it is not exactly correct since we got the information from the engineers. It will not change the issues any. We will file that during the day.

Commissioner Meyer: It may be done.

Mr. Gwathmey: That is true also of the Nashville, Chattanooga & St. Louis.

Commissioner Meyer: Mr. Girard, I understand you are going first.

Mr. Henderson: Mr. Murray, will you be sworn?

6 W. L. MURRAY was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Murray, what is your residence and occupation?

Mr. Murray: Occupation is *City Auditor*.

Mr. Henderson: How long have you been in that position, Mr. Murray?

Mr. Murray: Since November 1, 1913.

Mr. Henderson: Were you connected with the city in any way prior to that time, and if so, in what capacity and how long?

Mr. Murray: About five years ago I was elected City Recorder and Auditor, and since the new Commissioners came in I have since been Auditor.

Mr. Henderson: Are you familiar with the record of the city as to the franchises and rights of way that have been granted from time to time?

Mr. Murray: Yes, sir.

Mr. Henderson: Will you please state whether or not the Louisville & Nashville Railroad Company, the

Nashville, Chattanooga & St. Louis Railway Company, the Tennessee Central Railroad Company, the Louisville & Nashville Terminal Company, or the Nashville Terminal Company, have ever paid the city anything for their various franchises and rights of way that have been granted in and around the city?

Mr. Jouett: We object to that as immaterial.

Commissioner Meyer: Well, the objection may be noted and the witness may briefly answer.

Mr. Murray: No, sir; no compensation was ever paid for any right of way while I was there.

Mr. Henderson: You are familiar with the old records, are you not?

Mr. Murray: Yes, sir.

Mr. Henderson: Can you say whether there has ever been any compensation paid?

Mr. Murray: Not to my knowledge, no, sir.

Mr. Henderson: That is all.

Mr. Jouett: I do not care to ask him any questions. (Witness excused.)

C. C. THACKER was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

8 Mr. Henderson: Mr. Thacker, what is your residence and occupation?

Mr. Thacker: Nashville, Tennessee, I am *assistant Secretary of the Board of Commissioners of the City*.

Mr. Henderson: Has the Board of Commissioners had any correspondence with the railroads in reference to this switching question?

Mr. Thacker: Yes, sir.

Mr. Henderson: Will you file the original letter from the Secretary of the City Commissioners asking that this arrangement be made effective, as an exhibit to your testimony? That is, the first two letters.

(The document in question so offered and identified was received in evidence and thereupon marked Complainants' Exhibit No. 1, Witness Thacker, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Thacker Exhibit No. 1.

Nashville, Tenn., Nov. 25, 1913.

Hon. Jno. B. Keeble, Dist. Atty.,
Nashville, Tenn.

Dear Sir:

Your letter of the 25th addressed to Mayor Howse relative to the inability of Mr. Addison R. Smith, Third Vice President of the Louisville & Nashville Railroad Co. to be present at the meeting of the Board of Commissioners today to discuss with them the matter of interchange of switching with the Tennessee Central Railroad, was read to the Commission in session this forenoon.

I am directed by the Board to inform you that they will grant the time requested to postpone until two weeks hence, or until Tuesday Dec. 9, 1913.

Yours Truly,

Asst. Sec'y.
Board of Commissioners.

(COPY)

Thacker Exhibit No. 1.

Nashville, Tenn., Nov. 4, 1913.

Hon. Claude Waller,

Genl. Counsel N. C. & St. L. R'y.

Hon. H. F. Smith,

V. Pres. & Traffic Mgr. N. C. & St. L. R'y.

Hon. Jno. Bell Keeble,

Dist. Atty. L. & N. R. R. Co.

Nashville, Tenn.

Gentlemen:

The Board of Commissioners of the City of Nashville, in compliance with request of the L. & N. R. R. Co., the N. & C. R. R. Co., and the L. & N. Terminal Co., through their representatives, that specific statement be made of what was desired of the above companies, ask—

That the L. & N. R. R. Co., the L. & N. Terminal Co., and the N. C. & St. L. R'y switch carload freight arriving at Nashville via the Tennessee Central Railroad, to industries, warehouses and elevators located on sidings or tracks of, or private sidings which connect with, the L. & N. R. R. Co., the L. & N. Terminal Co., and the N. C. & St. L. R'y, at a reasonable charge per car, regardless of the contents of the car or the point of origin of the shipment, that is whether the car originates at a com-

petitive or a non-competitive point, or whether the car contains freight which is now switched at competitive switching rates, or freight which is now excepted in the present switching tariffs, and which is not switched at any price, and that the present rule of the L. & N. R. R. Co., and the N. C. & St. L. R'y, prohibiting the switching at any price of cars between an industry, warehouse or elevator, situated on the terminals of the L. & N. R. R. Co. and the L. & N. Terminal Co., or the N. C. & St. L. R'y on the one hand, and an industry, warehouse or elevator on the Tennessee Central Railroad or the Terminal Co., on the other hand, be eliminated, and this switching service performed at a reasonable charge per car, this charge to fixed in line with the charges made at other points for performing similar service.

The foregoing statement prepared by the City Attorney was unanimously adopted by the Board of Commissioners in session on Nov. 4, and I was directed by them to invite you to meet with them at 10 o'clock A. M. Tuesday, Nov. 25, for the purpose of discussing the above matter with a view of having you gentlemen decide on some plan or agreement relative to the interchange of switching between the T. C. R. R. Co., and the Companies you represent that will be fair and just to all the Railroads and that will give the business people of Nashville the relief they have so long sought and so badly need.

Yours truly,

Sec'y.
Board of Commissioners.

Mr. Jouett: Let us see a copy of that, please.

Mr. Henderson: I will ask you to file next the answer received from Keeble, District Attorney of the Louisville & Nashville Railroad Company with reference to that same matter. This will be your exhibit number two.

9 (The document in question so offered and identified was received in evidence and thereupon marked Complainants' Exhibit No. 2, Witness Thacker, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Thacker Exhibit No. 2.

Nashville, Tenn., Nov. 25, 1913.

Hon. Hilary E. Howse, Mayor,
Nashville, Tenn.

Dear Sir:

Mr. Addison R. Smith, Third Vice-President of the Louisville & Nashville R. R. Co., who has charge particularly of traffic matters, can not be present today to discuss the request made by the Commissioners of Nashville of the Louisville & Nashville R. R. Co., and the Nashville, Chattanooga & St. Louis R'y, to exchange switching with the Tennessee Central. He was unexpectedly called to Washington to attend a conference in reference to rate matters that suddenly arose. This conference was so important that he was compelled to attend. I do not feel able to present these matters before the Commission in a satisfactory manner either to the Commission or to myself, and I would appreciate it if you would continue this case for two weeks so that Mr. Smith may be able to be present and be able to discuss this matter with the Commissioners of the City.

Judge Waller is here in my office and joins with me in this request.

Yours truly,

JNO. B. KEEBLE,
District Attorney.

Mr. Henderson: Mr. Thacker, did the representatives of these railroads finally appear before the board of City Commissioners in response to this request?

Mr. Thacker: Yes, sir.

Mr. Henderson: Was that request granted or denied?

Mr. Thacker: Denied.

Mr. Henderson: What action was then taken by the Board of City Commissioners?

Mr. Thacker: A resolution was introduced.

Mr. Henderson: I will get you to file that as an exhibit to your testimony.

(The resolution so offered and identified was received in evidence and thereupon marked Complainants' Exhibit No. 3, Witness Thacker, received in evidence March 25, 1914, and is attached hereto.)

THACKER EXHIBIT No. 3.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF NASHVILLE:

SECTION 1. That the Law Department of the City of Nashville is hereby authorized and directed to join the Traffic Bureau of the City of Nashville in a petition asking reciprocal switching rates and arrangements between the several railroads and terminal companies in and entering Nashville, to the Interstate Commerce Commission, and to prosecute the same.

SECTION 2. Be it further resolved, That this resolution take effect from and after its adoption, the welfare of the City requiring it.

Introduced by
THE BOARD OF COMMISSIONERS.

Approved as to form:
By A. G. Ewing, Jr., City Atty.
Adopted January 6, 1914.
Approved January 6, 1914.
H. E. Howse, Mayor.

I hereby certify that the above is a true and correct copy of Resolution No. 22, introduced by the Board of Commissioners, adopted January 6, 1914, and approved by the Mayor, H. E. Howse, on January 6, 1914.

Witness my hand and official seal of the City, this the 21st day of March, 1914, at Nashville, Tennessee.

J. W. DASHIELL,
Secretary to Board of Commissioners.

(SEAL)

Mr. Henderson: That is all I have from Mr. Thacker.
Any cross-examination?

Mr. Gwathmey: No.
10 (Witness excused.)

Mr. Henderson: I will call Mr. Clark.

G. F. CLARK was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: What is your residence and occupation?

Mr. Clark: I live at 702 12th Street, East Nashville, Chief Clerk to the present Board of Commissioners.

Mr. Henderson: You were subpoenaed here today to testify in this case?

Mr. Clark: I was summoned.

Mr. Henderson: Were you at any time connected with any of the railroads in Nashville?

Mr. Clark: The Louisville & Nashville.

Mr. Henderson: How long were you with the Louisville & Nashville Railroad at Nashville and in what capacity?

Mr. Clark: About four years, local freight agent.

Mr. Henderson: Local freight agent? Are you familiar generally with the location of the various industries in Nashville on the terminals of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis?

Mr. Clark: A great many of them, yes, sir.

11 Mr. Henderson: Were you familiar with the switching rates and rules in effect during the time you were with those roads, governing the competitive and non-competitive freight?

Mr. Clark: Yes, sir.

Mr. Henderson: From your general knowledge what would you say was the distance from Baxter Heights, or Shops Junction, to the Penitentiary?

Mr. Clark: Between $2\frac{1}{2}$ and 3 miles.

Mr. Henderson: That would be the longest switch the Nashville, Chattanooga & St. Louis Railway would have from Baxter Heights to industries in West Nashville?

Mr. Clark: Well, there is a switch a little farther beyond the penitentiary, the Baxter farm; it is about a half a mile farther; about 3 to $3\frac{1}{2}$ miles to that point.

Mr. Henderson: That would be the maximum distance then?

Mr. Clark: Yes, sir.

Mr. Henderson: Is it or is it not a fact that the majority of the industries are intermediate between Shops Junction and the penitentiary?

Mr. Clark: In West Nashville, yes, sir.

Mr. Henderson: Would it be true that the bulk of the business, then, would be switched less than the maximum?

12 Mr. Clark: Oh, yes.

Mr. Henderson: During the time you were connected with the Louisville & Nashville Railroad, did it ever happen that cars for competitive points would reach Nashville via the Louisville & Nashville and Nashville, Chattanooga & St. Louis, consigned to firms and industries on the Tennessee Central?

Mr. Clark: You are speaking of the Louisville & Nashville only?

Mr. Henderson: I mean the Louisville & Nashville or Nashville, Chattanooga & St. Louis, either one, going to a man exclusively on the Tennessee Central?

Mr. Clark: I was not connected with the Nashville, Chattanooga & St. Louis. I was connected with the Louisville & Nashville.

Mr. Henderson: Well, confine your answer to the Louisville & Nashville, then?

Mr. Clark: What is the question?

Mr. Henderson: During the time that you were connected with the Louisville & Nashville did it ever happen that cars from competitive points consigned to firms located on the Tennessee Central at Nashville would arrive at Nashville via the line of the Louisville and Nashville Railroad?

13 Mr. Clark: Yes, sir; many cases.

Mr. Henderson: How were those cases generally handled and how were the charges usually adjusted?

Mr. Clark: Well, you see, at the time the Interstate Commerce Commission had a ruling on paying the drayage when we were not able to ship those cars. By the dray arrangement we would have to make some delivery provided the matter was taken up first.

Mr. Henderson: That applied only on cars where the bill of lading specifically showed the routing via the Tennessee Central?

Mr. Clark: Yes, sir.

Mr. Henderson: Well, where there was no routing shown, who paid the drayage or switching?

Mr. Clark: I suppose the consignee; they would have to take care of the switching.

Mr. Henderson: The railroad did not pay it when it was not routed?

Mr. Clark: No, sir.

Mr. Henderson: While you were with the Louisville & Nashville did you have anything to do with keeping the records of cost of switching cars in terminals?

14 Mr. Clark: Yes, sir.

Mr. Henderson: That was in your department?

Mr. Clark: From the Louisville & Nashville, yes, sir.

Mr. Henderson: From the Louisville & Nashville only?

Mr. Clark: Yes, sir.

Mr. Henderson: Can you recall approximately what this average cost was a car for switching?

Mr. Clark: Now, is that—switching for what pur-

pose? Local points on the Terminal or competitive.

Mr. Henderson: No, my question was, did you have anything to do with keeping the cost of the so-called Nashville Terminals?

Mr. Clark: No, sir.

Mr. Henderson: Switching movement within all the terminals?

Mr. Clark: No, sir.

Mr. Henderson: You had nothing to do with that?

Mr. Clark: No, sir.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: I did not understand that question of drayage, Mr. Clark, please explain that again.

Mr. Clark: If the bill of lading showed Tennessee Central delivery and cars arrived via the Louisville and Nashville we would have to take up the matter first and secure authority to pay that drayage. Then, again, it was the rule—

Mr. Jouett: Take up with whom?

Mr. Clark: Take up with the Louisville & Nashville office. Then afterwards it was the rule that in case the consignee notified us or employed our drays to handle this matter then we could deliver that shipment.

Mr. Jouett: Then, if the bill of lading showed routing via the Tennessee Central the shipper did not have to pay that drayage, did he?

Mr. Clark: I did not quite catch your question.

Mr. Jouett: Don't you know that in a case of that sort it would be a plain case of misrouting, where the lines that caused the error would have to take care of it, and the drayage would be paid by the railroad so that it would not cost the shipper anything more?

Mr. Clark: I recall two or three instances where the consignees took the freight without first notifying the railroad, and they were compelled to pay the drayage?

Mr. Jouett: How many years were you there?

Mr. Clark: Four years.

Mr. Jouett: And you recall two or three instances of that sort in the four years?

Mr. Clark: Yes, sir.

Mr. Jouett: Well, you know if they had made complaint to the railroad company it must have been paid by the railroad company, do you not?

Mr. Clark: Yes, as a general rule they would notify us that they had bill of lading routing via Tennessee Central and they would surrender to us the bill of lading?

Mr. Jouett: And would you not, then, dray it at your own expense so it would not cost the shipper anything more?

Mr. Clark: Yes, sir.

Mr. Jouett: That is all.

Commissioner Meyer: What were these dates?

Mr. Clark: Well, the reason I remember it, it was brought up in court, the consignee brought it up.

Commissioner Meyer: Approximately what were the dates that these things occurred that involved drayage?

Mr. Clark: I could not say; it was between 1907 and 1911; I could not say.

Commissioner Meyer: That is all.

17

RE-DIRECT EXAMINATION.

Mr. Henderson: The only case where the railroad did pay the drayage was where the bill of lading specifically showed the routing?

Mr. Clark: Yes, sir.

Mr. Henderson: If there was no routing shown the consignee or shipper had to stand for it?

Mr. Clark: The railroad did not.

Mr. Henderson: The railroad did not?

Mr. Clark: No, sir.

Mr. Henderson: That is all.

(Witness excused.)

Mr. Henderson: Mr. Dunn.

R. E. DUNN was called as a witness and having been duly sworn, testified as follows:

CROSS-EXAMINATION.

Mr. Henderson: What is your residence and occupation?

Mr. Dunn: Nashville, Tennessee; occupation is book-keeper for the Nashville Casket Company?

Mr. Henderson: How long have you been connected with the Nashville Casket Company?

18 Mr. Dunn: Something over 14 years.

Mr. Henderson: On what terminal tracks is the factory of the Nashville Casket Company located?

Mr. Dunn: *Louisville & Nashville Railroad.*

Mr. Henderson: Are you familiar with the present rules of the Louisville & Nashville governing the switching of LUMBER at Nashville?

Mr. Dunn: Yes, sir.

Mr. Henderson: Have these rules at any time caused you any loss of business or loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Dunn: Well, yes, sir, they have, to some extent, particularly on competitive shipments, that is, lumber originating beyond the Tennessee Central Railroad. On that they charge three cents per hundred on competitive business, and when the car is received usually the Chattanooga Road holds it until they telephone and get instructions that we will stand the switching charges before they will deliver it.

Mr. Jouett: I can not hear you, Mr. Dunn; that last sentence I did not catch any of that.

19 Mr. Dunn: They hold the car until we first instruct them to deliver, and that we will pay the transfer charges of three cents per hundred. You understand, the competitive business is three cents per hundred and non-competitive is \$3 a car. Now, if it is \$3 a car, if it is non-competitive business, they deliver that without phoning. If it is non-competitive business, why, they hold the car until they first telephone to know if we will pay this three cents per hundred.

Mr. Henderson: Can you cite any specific instances where you have had to pay this three cents per hundred?

Mr. Dunn: Yes, sir; I think I have some bills of lading and expense bills here that will show.

Mr. Henderson: Will you give those dates and the points of origin and the amount that you have to pay for switching those particular cars?

Mr. Dunn: Here is one, was paid on March 10th, the date on the Chattanooga bill shows it was March 4th. I suppose that was when they first received the car.

Mr. Jouett: What year is that, Mr. Dunn?

Mr. Dunn: 1914; car No. 534642, \$13.62; that was three cents a hundred.

Here is another one of August 14, 1913, car No. 14671, \$10.89.

20 Another paid on October 16, 1913, car No. 20487; \$10.70. Do you want others?

Mr. Henderson: If you have any more just give those.

Mr. Dunn: October first, 1913, or rather October 7th, it was paid, car number 32752; \$10.41.

Now, there were others but I have only selected a few.

Mr. Henderson: Now, did you pay that switching charge in each instance, or was it in some cases charged back to the shipper?

Mr. Dunn: Why, we paid it, but it was charged back to the shipper and deducted from the settlement.

Mr. Henderson: The shipper had to stand for that three cents per hundred pounds himself?

Mr. Dunn: Yes, sir; the shipper had to stand for the freight. We buy it all delivered on our yard; that is, mostly; we usually buy it delivered on our yard.

Mr. Henderson: None of them was paid by the railroads?

Mr. Dunn: None of them was paid by the railroads, no, sir.

Mr. Henderson: Couldn't you say what the approximate distance is from Baxter Heights to your warehouse by a switching movement?

21 Mr. Dunn: Well, I would say it was between two and three miles; possibly a little over; two and a half miles.

Mr. Henderson: That is all I have.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Dunn, how long have you been in the lumber business here?

Mr. Dunn: Well, I have never been in the lumber business any further than being connected with the concern I am with.

Mr. Jouett: I mean with the casket company?

Mr. Dunn: 14 years and a little over, sir.

Mr. Jouett: And how many times would you say that you have had to pay switching charges on in that time?

Mr. Dunn: I would say 60 per cent of the cars we received. We receive from 225 cars to 300 cars, approximately, a year.

Mr. Jouett: You are situated upon the Louisville & Nashville tracks?

Mr. Dunn: Yes, sir.

Mr. Jouett: Do you mean that—

Mr. Dunn: That is, we are on the switch of the Louisville & Nashville Railroad?

Mr. Jouett: Do you mean that this 60 per cent upon which you paid switching charges was both competitive and non-competitive?

22 Mr. Dunn: Yes, sir, both; that is stuff over the Tennessee Central road.

Mr. Jouett: Well, do you direct that the cars be routed for Louisville & Nashville delivery?

Mr. Dunn: No, sir; we usually make our contracts delivered on our yard.

Mr. Jouett: Don't you know that the Tennessee Central does not switch for the Louisville & Nashville and the Louisville & Nashville does not switch for the Tennessee Central?

Mr. Dunn: Yes, sir; they switch by their paying the switching charged.

Mr. Jouett: Then, why do you not direct the routing by way of the railroad that will switch it on your tracks?

Mr. Dunn: Well, sir, that really should be done, and I should say it is usually done unless overlooked by the lumber buyer.

Mr. Jouett: When it is done and the consignor is instructed by you to route the shipment for Louisville & Nashville delivery, it comes in over the Louisville & Nashville and is delivered to you without any switching charge, is it not?

Mr. Dunn: That is correct, sir; if it comes over the Louisville & Nashville there is no switching.

23 Mr. Jouett: Then, the paying of this switching charge only occurs when you have not directed the consignor to ship via the Louisville & Nashville, is that right?

Mr. Dunn: No, sir.

Mr. Jouett: Is that not right—

Mr. Dunn: That might apply to competitive business.

Mr. Jouett: I was going to ask you, is that not right as to competitive business?

Mr. Dunn: That might be correct, sir, if the shipper carried out those instructions, if they were given to come over the Nashville, Chattanooga & St. Louis or the Louisville & Nashville Railroad.

Mr. Jouett: Don't you know that the practice, where rules of this sort are in force and the consignees give instructions to the consignor as to the manner of routing, that the misrouting because of the refusals to obey those instructions are infinitesimal, and don't amount ordinarily to one-tenth of one per cent?

Mr. Dunn: I should think they were very small, yes, sir.

Mr. Jouett: Very small?

Mr. Dunn: Yes, sir.

24 Mr. Jouett: Then, do you not admit that as to competitive shipments it is the failure either of yourself in failing to give instruction or of the consignee in failing to obey your instructions to make the shipments by way of the Louisville & Nashville?

Mr. Dunn: Well, sir, they usually route these shipments the cheapest route; that is the way the bills of lading usually read.

Mr. Jouett: Don't you know that if there is a routing cheaper than the Louisville & Nashville that is con-

sidered non-competitive and the Louisville & Nashville will switch it for the \$3 charge?

Mr. Dunn: Yes, sir.

Mr. Jouett: Then, you have no complaint except as to the \$3 charge as to non-competitive switching, have you?

Mr. Dunn: Well, I could not say that we did have.

Mr. Jouett: Sir?

Mr. Dunn: That would apply all right, sir, if the railroad would always carry out those instructions. You know, frequently the car is—

Mr. Jouett: Don't you know that if the railroad fails to carry out the routing instructions that under the law and the rulings of the Commission they are bound to stand the extra expense?

Mr. Dunn: Yes, sir; I should say they would, yes, sir; they would have to refund it.

Mr. Jouett: Then, does the shipper, in a case of that sort, lose anything?

Mr. Dunn: No, sir; he does not.

Mr. Jouett: Then, is it not a fact that the complaint merely comes down to the fact that you have to pay three dollars for non-competitive switching?

Mr. Dunn: Yes, sir; I should say so.

Mr. Jouett: Now, do you know anything as to whether that is reasonable, as to what the cost of service is and the number of miles they have to make to put in the empty and take out the load, or vice versa?

Mr. Dunn: Well, sir, I do not, except to my mind they should be willing and able—or able, I should say, to transfer a car of lumber as cheap as a car of any other commodity.

Mr. Jouett: Is it not a fact that they do transfer or switch or exchange the car of lumber at the same price, \$3 a car?

Mr. Dunn: They do lumber, yes, sir, but they should be able also to switch lumber as cheap as grain or other commodities that they might switch.

Mr. Jouett: Do they not, in fact, just charge three dollars a car for all non-competitive business?

Mr. Dunn: Yes, sir; they charge three dollars a car for non-competitive business.

Mr. Jouett: That is all, sir.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Dunn, would you say it would cost the Louisville & Nashville Railroad any more to switch a car of lumber originating at a competitive point

than it does when originating at a non-competitive point.

Mr. Dunn: Not at all, sir; I do not see that there would be any difference at all.

Mr. Jouett: Will you let us examine those bills?

Mr. Dunn: Yes, sir, certainly.

(Witness excused.)

Mr. Henderson: I will call Mr. Bonner.

C. F. BONNER was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

27 Mr. Henderson: Mr. Bonner, what is your residence and occupation?

Mr. Bonner: My residence is Nashville, Tennessee, sir; my occupation is furniture manufacturer.

Mr. Henderson: How long have you been in the furniture business at Nashville and on what terminals has your factory been located during that time?

Mr. Bonner: I have manufactured furniture in Nashville about 12 years, 12 or 13 years; ten or 11 years of that time I was on the Louisville & Nashville Terminals; two years on the Tennessee Central.

Mr. Henderson: Are you familiar with the present rules of the Louisville & Nashville Railroad, the Tennessee Central Railroad, and the Nashville, Chattanooga & St. Louis Railway governing the switching of lumber and furniture at Nashville?

Mr. Bonner: Yes, sir; I think so.

Mr. Henderson: Have these rules at any time caused you any loss of business, loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Bonner: Well, it has caused a loss of money *a few times*, sometimes to my company, and sometimes to the shipper.

28 Mr. Henderson: Can you give any specific instances of that kind, or recall the circumstances.

Mr. Bonner: Well, I can call to mind one or two instances that occurred when I was located on the Louisville & Nashville road.

One instance I remember, we had a car of iron beds shipped from Indianapolis. They were instructed to be routed so as to come into Nashville via the Louisville & Nashville Railroad by way of Louisville. The routing was overlooked or disregarded in some way by the shipper and it came by way of Cincinnati and came into Nashville over the Tennessee Central, and we had to pay very heavy switching charges on that, delivering it from

the Tennessee Central Lines to our plant in East Nashville. As I remember, it was something around \$30. It was a very heavy car of iron beds. I tried to get from the old company this data, but they said they had sent it up to the shipper at Indianapolis and they could not give me the exact data.

One or two instances when we had lumber shipped from points in Mississippi instead of coming in over the Louisville & Nashville Railroad it came in over the Tennessee Central Road and we had to pay switching charges considerably above \$3, the ordinary switching.

29 I have a case now at my present location on the Tennessee Central. I do not know just what the outcome will be. I had a car of lumber shipped from Fayette, Alabama; that is a local point on the southern road, and instead of coming in over the Tennessee Central it came in over the Louisville & Nashville and I had considerable talk over the phone as to whether I wanted it delivered or not. Of course, I wanted it delivered; I have not got the charges yet; the car was just delivered a day or two ago, and I do not know what the charges will be on it.

The instances have been fewer because I have always been very watchful in regard to routing these cars, but occasionally a man in a hurry, in the press of business, he will overlook that, or the shipper will overlook that, and it comes in on the Louisville & Nashville road and then somebody has got to suffer the consequences.

I do not recall to mind right now any other instances, but if I had been over to the old place where I was some ten or eleven years, I think I could have gotten hold of several cases. I just happened to remember these few.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

30 Mr. Jouett: Mr. Bonner, how many cars a year did you average while you were on the Louisville & Nashville tracks, say from ten to eleven years?

Mr. Bonner: Well, sir, I could not tell you how many. I do not remember; not a great many, sir, because we were always very watchful in having—

Mr. Jouett: I do not mean how many misroutings, but I mean how many cars did you handle in and out when you were on the Louisville & Nashville, for a year? Just a rough estimate?

Mr. Bonner: Well, I could not say. I should say

we handled out—I would say an average of at least 15 cars a month. The in cars were not so much, because our raw material came mostly from local points on the Tennessee Central; that is, our lumber. When I was connected with that concern we had mills on the Tennessee Central.

Mr. Jouett: What would be your estimate on the inbound shipments per month?

Mr. Bonner: Oh, I should say they would average five or six cars, sir.

Mr. Jouett: That would be—15 cars outbound, that would be 20 cars per month, or 240 cars a year, and
31 you were on the Louisville & Nashville for ten or 11 years?

Mr. Bonner: Yes, sir.

Mr. Jouett: Ten or eleven years, that would be 2,400 cars. Now, have you any recollection at all of any misroutings except the two instances you mentioned out of those 2,400 cars?

Mr. Bonner: I could not call to mind any now, sir, because it was—after I left the old company, I have been away from there two years, and these things are not impressed upon my mind. I know there are others but I can not call them to mind, and I can not say how many others.

Mr. Jouett: It was so very rare, was it not, as to be almost infinitesimal?

Mr. Bonner: Well, they were rare, because, as I say, of our watchfulness.

Mr. Jouett: Well, now, is it not a fact that by attending to your business properly, which means that you would direct that the shipments be made over the Louisville & Nashville from competitive points, it becomes a case merely of oversight or inadvertence on the part of somebody that a misrouting occurs? Is that right?

Mr. Bonner: Well, of course, sir, that goes without saying. If a car was routed so as to get in over the Louisville & Nashville road, if it was located so
32 it could be shipped there would be no extra charges to pay.

Mr. Jouett: Yes. Now, with reference to these few instances, if I understand you, you have directed them to be routed over the Louisville & Nashville, but somebody somewhere along the line diverted them to the Tennessee Central, is that right?

Mr. Bonner: That was the case as to the car of iron beds from Indianapolis, especially as to the one car of lumber that was shipped from Lyman, Mississippi, it

was an oversight on my part in ordering it hurriedly, telegraphing, rather, for it; I overlooked the routing and it came in the other way and it cost me some \$15 to \$16; I don't remember.

Mr. Jouett: But you did not blame us for that, did you?

Mr. Bonner: I did not blame the railroad people other than it seems to me a business man ought not to have to be so careful and so watchful about those kind of things in order to avoid a loss.

Mr. Jouett: Well, if it is a matter of vital interest to the railroads, do you not think it is entirely reasonable to ask the shipper to be reasonably sure about his own business? All he has to do is to say "route via Louisville & Nashville," is it not?

33 Mr. Bonner: Yes; I think that is reasonable; at the same time, it is not reasonable for a railroad company or any other proposition to charge unreasonable prices for service.

Mr. Jouett: Now, I want to come to that. Do you know of your own knowledge that that switching charge of three dollars is unreasonable?

Mr. Bonner: What is that?

Mr. Jouett: Do you know, or do you think that the charge of \$3 is unreasonable?

Mr. Bonner: Well, sir, I have not gone into that. In some cases it does look unreasonable from the standpoint of a man that has to pay it. It does not look unreasonable from the standpoint of the man that is getting the money and doing the switching.

Mr. Jouett: If, in point of fact, in order to make a switching movement, there are involved an average of about six separate and distinct moves, not counting the large number of shuntings, and that the carrying in of the cars, the empty car and the taking out of the load, or vice versa, involves carrying that car on an average of 8 or 10 miles, would you not think that \$3 a car was a very low figure for it?

34 Mr. Bonner: Well, sir, I am not up on what would be reasonable for a railroad standpoint.

Mr. Jouett: You do not know that?

Mr. Bonner: No, sir.

Mr. Jouett: I do not understand that transaction that you referred to, where you had to pay \$30. Will you please explain that, Mr. Bonner?

Mr. Bonner: Well, we ordered a car of iron beds from an iron bed factory from Indianapolis, Indiana, that should have come, as I remember it now, over the Penn-

sylvania Railroad to Louisville and over the Louisville & Nashville into Nashville; it would have been delivered to our warehouse then, with no charges other than the regular freight charges on it.

Mr. Jouett: Yes, sir.

Mr. Bonner: For some cause or another the car was shipped by way of Cincinnati, I think over the Big Four—I would not be positive about that—but any way, it came in on the Southern, or the Queen & Crescent, and came down to the Tennessee Central and came into Nashville over the Tennessee Central. The Louisville & Nashville would not move that car, would not place that car in our warehouse on their tracks, without a charge, as

I remember it, of 9 cents per hundred—I won't
35 be positive about that. I tried to get that this morning. The minimum on the car was 30,000 pounds, but my impression is that it weighed over the minimum, and it was something around \$30 that we had to pay switching charges to deliver it to our warehouse on the Louisville & Nashville terminal.

Mr. Jouett: Did you not get back that \$30 from the line that diverted your shipment?

Mr. Bonner: I did not get it back from the lines. When I paid the invoice for the beds I simply deducted that and attached the switching bill and let the other folks fight it out.

Mr. Jouett: Don't you know that they got it back?

Mr. Bonner: What is that?

Mr. Jouett: Don't you know that the consignor got it out of the railroad that made that mistake in the routing?

Mr. Bonner: No, sir.

Mr. Jouett: You don't know whether they did or not?

Mr. Bonner: No, sir; I don't know that; all I know—

Mr. Jouett: But so far as you are concerned, it did not cost you a cent.

Mr. Bonner: It did not cost me anything.

36 Mr. Jouett: You simply deducted that from the bill and let the consignor settle it with the railroad that had made the mistake?

Mr. Bonner: Yes, sir.

Mr. Jouett: And don't you know that the Louisville & Nashville's position was that they did not and could not, under the tariff, switch competitive business, but as that shipment had come here it was a matter that you could settle with the road that made the mistake, that they would handle it at the local rate, and they simply

charged you the local rate, as they would any shipper, from the Tennessee Central point of interchange and the point of interchange to your industry on the Louisville & Nashville tracks.

Mr. Bonner: I know that they charged that, and said that was what we would have to pay, and we paid it.

Mr. Jouett: Don't you understand that was the way it was worked out, as a fact?

Mr. Bonner: I understand it was worked out, because it was competitive business and it could have been brought in over the Louisville & Nashville, but was not. They did what they were allowed to do by the law and charged this switching.

Mr. Jouett: That is all, Mr. Bonner.

37

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Bonner, this particular car that you have reference to, do you know whether or not the bill of lading actually carried Louisville & Nashville routing?

Mr. Bonner: No; I would not say about that; I do not recall that now.

Mr. Henderson: Then, you do not know whether it was an error on the part of the railroad company or an error on the part of the shipper?

Mr. Bonner: No, sir; I do not know; I could not say.

Mr. Henderson: That is all.

Mr. Jouett: It was your impression, and did you not state on direct examination, that you thought it was routed Louisville & Nashville and had been diverted by one of the other lines.

Mr. Bonner: I do not remember that I stated that, because I do not have it in mind. I do not know whose error it was.

Mr. Jouett: That may be my mistake.

Mr. Bonner: I know that my instructions were explicit to the shipper I referred to a copy of the letter; I remember that well.

(Witness excused.)

38

W. M. ARMISTEAD was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Armistead, what is your residence and occupation?

Mr. Armistead: Real estate business.

Mr. Henderson: In Nashville?

Mr. Armistead: Yes, sir.

Mr. Henderson: Are you interested in any real estate located on any of the terminals in Nashville in a financial way?

Mr. Armistead: No, sir.

Mr. Henderson: Have you at any time been in the employ of railroads serving Nashville?

Mr. Armistead: Yes, sir; I have been in the service of the Louisville & Nashville and the Tennessee Central and the Illinois Central and Southern while they operated the Nashville Terminal Company.

Mr. Henderson: When was that Nashville Terminal Company operated by the Illinois Central and Southern, do you remember?

Mr. Armistead: 1905 to 1908.

39 Mr. Henderson: It was operated as a joint terminal for the two lines?

Mr. Armistead: Yes, sir; that is, when they were operating the Tennessee Central.

Mr. Henderson: What position did you hold with the joint terminal company of the Illinois Central and Southern during that time?

Mr. Armistead: Terminal Trainmaster.

Mr. Henderson: What position did you hold with the Tennessee Central Railroad?

Mr. Armistead: Freight Agent.

Mr. Henderson: How long were you Freight Agent?

Mr. Armistead: Three or four years—or about five years, altogether, different periods.

Mr. Henderson: All of that time you were at Nashville?

Mr. Armistead: Yes, sir.

Mr. Henderson: Were you familiar with the switching rates and rules in effect during that time?

Mr. Armistead: Yes, sir.

Mr. Henderson: Do you know whether the same rules are still in effect, or practically the same rules?

40 Mr. Armistead: Well, I judge they are; I have not had occasion to refer to them for three or four years.

Mr. Henderson: During the time you were connected with the Southern and Illinois Central, when they were operating the Tennessee Central, and during your connection with the Tennessee Central, did it ever to your knowledge happen that a car originating at a competitive point would reach Nashville via the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railroad consigned to points on the terminals of

the Southern, Illinois Central or the Tennessee Central?

Mr. Armistead: Yes, sir.

Mr. Henderson: How were these cases handled, and how were the charges usually adjusted?

Mr. Armistead: Well, if they had reached Nashville via the Louisville & Nashville or the Nashville, Chattanooga & St. Louis the agent of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis would pay our charge on the car. If the car was routed by our line—

Mr. Henderson: That is, bill of lading?

Mr. Armistead: Yes; bill of lading; in other words, if it was a diverted car, if there was no routing, they would not pay it; we would have to pay it or haul it.

41 Mr. Henderson: Then, when the railroads made the error in routing the railroads stood the excess charges?

Mr. Armistead: Yes, sir.

Mr. Henderson: Where there was no routing shown the consignee would have to dray it or switch it, where it originated at competitive points, and pay the charges?

Mr. Armistead: Yes, sir.

Mr. Henderson: Are you generally familiar with the locations of the various industries located on the Tennessee Central?

Mr. Armistead: Yes, sir; all of them.

Mr. Henderson: Mr. Commissioner, if you will allow me, I will file this map as Exhibit No. 1.

Commissioner Meyer: Official map of Nashville?

Mr. Henderson: It is a map of the Nashville Terminals, printed by the Tennessee Central Railroad. I will make that my Exhibit No. 1.

(The map in question so offered and identified was received in evidence and thereupon marked Complainants' Exhibit No. 1, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

42 Mr. Henderson: I understood you to say you were familiar generally with the industries located on the Tennessee Central?

Mr. Armistead: Yes, sir.

Mr. Henderson: Now, are you in a general way familiar with the location of the industries on the Louisville & Nashville and Nashville, Chattanooga & St. Louis terminals, in Nashville?

Mr. Armistead: Yes, sir, a great majority of them.

Mr. Henderson: During the time you were connected with the Louisville & Nashville Railroad where was the traffic interchanged between the Louisville & Nashville

and the Nashville, Chattanooga & St. Louis on the one hand, and the Tennessee Central on the other?

Mr. Armistead: Well, at Baxter Heights and Vine Hill.

Mr. Henderson: Now, there is direct physical connection between the roads and both of those points?

Mr. Armistead: Yes, sir, with the Louisville & Nashville at Vine Hill and the Nashville, Chattanooga & St. Louis and Louisville & Nashville Terminals at Baxter Heights, both roads.

Mr. Henderson: Then, the connections actually exist and transfers have been actually made and are being actually made.

43 Mr. Armistead: Yes; at Baxter Heights.

Mr. Henderson: What would you say was the approximate switching distance in miles on the bulk of the business received at the point of connection with the Louisville & Nashville, and Nashville, Chattanooga & St. Louis and switched to the various firms on the Tennessee Central Railroad?

Mr. Armistead: Well, if it comes through Baxter Heights it would be three or four miles; that is, for industries in North Nashville, it would be an average of three or four miles. But if they were interchanged at that point and they were brought around to the Front Street industries it would be about 9 miles.

Mr. Henderson: Now, if that business for the Front Street industries were interchanged at Vine Hill, what would be the average distance there?

Mr. Armistead: It would be four miles.

Mr. Jouett: How much?

Mr. Armistead: Four miles.

Mr. Henderson: During your connection with the Illinois Central and Southern, with the joint terminals, did you have anything to do with the keeping of the record of the cost of the terminal service in Nashville?

44 Mr. Armistead: Yes, sir; I kept a record; I made up a monthly report of the average cost of handling cars on the terminal.

Mr. Henderson: That included the total cost of operation of the Nashville Terminal Company?

Mr. Armistead: No; that was figured on the basis of the yard expenses of the switch engine expense, you might say.

Mr. Henderson: But did your records show the approximate or average cost of the switching movement in the terminals?

Mr. Armistead: That is what it covered; that is what it is supposed to cover.

Commissioner Meyer: You did not include any overhead?

Mr. Armistead: No; we included every car we handled.

Commissioner Meyer: Just the direct switching car? You did not figure any interest on investment, or anything like that?

Mr. Armistead: No; nothing of that kind. We just figured on the basis of the yard expense, yard payroll, engineers, and firemen, and switchmen, crossing watchmen, and the yard detectives, or watchmen, as we call them, and telegraph operators on the terminal.

Commissioner Meyer: Have you a statement
45 that was made up at the time?

Mr. Armistead: No, sir. Of course they are a part of the record of the yard office now; we made out that monthly report.

Commissioner Meyer: And the blanks used would show exactly which items were included?

Mr. Armistead: Yes, sir; a printed form.

Commissioner Meyer: And which were excluded?

Mr. Armistead: Yes, a printed form we filled out.

Mr. Jouett: Mr. Henderson, I did not catch that; did he state what it was?

Mr. Henderson: No; he did not.

Do you recall, Mr. Armistead, what the average cost per car was during that time?

Mr. Armistead: My best recollection is that it was about 31 cents.

Mr. Jouett: How much?

Mr. Armistead: 31 cents.

Commissioner Meyer: Do you remember for what period of time?

Mr. Armistead: That was just for some month; I
do not remember just the month, but I remember
46 that was one of the average costs—31 cents.

Commissioner Meyer: You do not remember it for some other months?

Mr. Armistead: Why, I think sometimes it would go down to 26 cents.

Commissioner Meyer: How high would it go?

Mr. Armistead: Well, 37 cents is the highest I recall.

Commissioner Meyer: Did you make an average for an entire year?

Mr. Armistead: Yes, sir; but I do not recall what

that average was at the end of the year. I would have to make that average for the entire year, but my recollection is it averaged about 31 cents for the entire year.

Commissioner Meyer: Do you intend to introduce such evidence?

Mr. Jouett: Yes, sir; we intend to introduce figures on that cost.

Mr. Henderson: Did your figures include any items which might properly have been charged to main line, such as telegraph operators, handling of through business through the yards, handling of passenger business in and out of the depot?

49 Mr. Armistead: Well, different roads have different systems of arriving at that cost. We just included everything.

Mr. Henderson: Your average at that time included all of that?

Mr. Armistead: Yes; we handled all the passenger trains; it included all the passenger trains, and all such as that; all the work the yards performed.

Commissioner Meyer: Did you keep a separate cost of handling passenger cars in the yards?

Mr. Armistead: No, sir; that was included in that 31 cents.

Mr. Henderson: That is all I have, Mr. Commissioner.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Armistead, you were working for which roads?

Mr. Armistead: Louisville & Nashville, Tennessee Central and Illinois Central and Southern while they were operating the Nashville Terminal Company.

Mr. Jouett: Now, you stated that you were familiar with the rules of switching. The substance of that is this, is it not; that taking the Louisville & Nashville, for instance, in the case of an industry located upon a Louis-

ville & Nashville track, if that industry wished to
50 make a shipment out, or wished to receive a shipment in, if it was going to or coming from a point that the Louisville & Nashville rails did not reach, or did not reach with its connections, it would switch that business between the industry on its track and the point of interchange with the Tennessee Central at a charge of \$3 per car?

Mr. Armistead: Yes, sir.

Mr. Jouett: That was the rule, was it not?

Mr. Armistead: Yes, sir.

Mr. Jouett: And they only declined to switch what we call competitive business; that is, business that they could take from or to the industry upon their tracks to or from the destination or point of origin at the same price that its competitor did.

Mr. Armistead: Well, you might—I can answer that better by going back a little. No, it would not handle that business except on a competitive rate. If they could handle the business—

Mr. Jouett: Is it not a fact that they would only consider it competitive if it—that is, the Louisville & Nashville, was able to handle it to or from that point at the same or a less charge than the Tennessee Central?

51 Mr. Armistead: Yes, sir.

Mr. Jouett: So, even if there was business to or from a competitive point but because of the circuitous route, or for some other reason, the Louisville & Nashville's rate was higher than the Tennessee Central it would handle that business as non-competitive and switch it for the industries on its track.

Mr. Armistead: I do not recall any case of that kind.

Mr. Jouett: Well, you know that is in the tariff, do you not?

Mr. Armistead: Yes, sir; I think it is.

Mr. Jouett: You have never heard of any violation of that rule, have you?

Mr. Armistead: No, sir.

Mr. Jouett: Well, coming to the distance, this switching occurs; you say it would be three or four miles on an average in switching. I believe you said, to North Nashville, or some point you named?

Mr. Armistead: From Baxter Heights to North Nashville industries.

Mr. Jouett: You mean it is that far from them?

Mr. Armistead: That is about the average distance.

52 Mr. Jouett: Now, do you not know that this is the method: That if an industry on the Louisville & Nashville tracks wished to ship a car to some point on the Tennessee Central, that it would do the switching, the Louisville & Nashville would do the switching at \$3; the Louisville & Nashville would have an empty car from the Tennessee Central at the point of interchange, move that empty to the industry on the Louisville & Nashville tracks and then after the car was loaded move the loaded car from the Louisville & Nashville industry back to the point of interchange, so that

would be twice the distance you named?

Mr. Jouett: Is not that the process?

Mr. Armistead: No, sir.

Mr. Jouett: In what respect is that statement erroneous?

Mr. Armistead: In the fact that we delivered the Louisville & Nashville and the Nashville, Chattanooga & St. Louis more cars than they delivered to us, therefore, we always had a surplus of cars, and whenever they had an order for a car going out over the Tennessee Central they had them already in their yard and all they had to do was to place it; they never had to call on us for a car, very seldom.

53 Mr. Jouett: Did not that car have to be brought over sometime?

Mr. Armistead: From where?

Mr. Jouett: From the Tennessee Central to the Louisville & Nashville tracks?

Mr. Armistead: Certainly; after the car was loaded, yes.

Mr. Jouett: I mean, did not the Tennessee Central have to bring it to their Louisville & Nashville yard?

Mr. Armistead: No, no.

Mr. Jouett: Then, did not the Louisville & Nashville at the same time have to take that empty car from the point of interchange with the Tennessee Central, get it from the point of interchange and take it to the Louisville & Nashville industry?

Mr. Armistead: No, sir; they carried it under load.

Mr. Jouett: How is that.

Mr. Armistead: The car was originally received at the point of interchange and carried to the industry under load.

Mr. Jouett: I had it reversed the other way; it comes both ways; they switch going in and out, do they not?

Mr. Armistead: Certainly.

54 Mr. Jouett: Suppose we wanted to switch out a load, a Louisville & Nashville industry wants to ship a carload of furniture to a point on the Tennessee Central Line, what would be the process?

Mr. Armistead: They would call on their general yardmaster for an empty and he already had a lot of our empties in the yard and filled it with an empty he already had.

Mr. Jouett: You mean he would use a Louisville & Nashville empty? —

Mr. Armistead: No, sir; Tennessee Central equipment.

Mr. Jouett: Very well; where did he get that Tennessee Central equipment.

Mr. Armistead: Upon the interchange, on the Louisville & Nashville, under load.

Mr. Jouett: Did not the Louisville & Nashville get it?

Mr. Armistead: Yes, sir.

Mr. Jouett: Then, at sometime, whether it was that day or some day before, the Louisville & Nashville, in order to perform this service, had to go to the point of interchange with its engine and had to bring that car into its own yards, and ultimately had to take that car from its yard to the industry and then deliver that car from the industry back around all the routes to the

55 point of interchange?

Mr. Armistead: That is correct, except in the statement that I understood you to ask if they did not send to the interchange for an empty car to fill that order.

Mr. Jouett: No; not that particular car that day.

Mr. Armistead: Yes.

Mr. Jouett: But I mean at some time?

Mr. Armistead: Yes; they got it under load as a rule.

Mr. Jouett: So in that instance the Louisville & Nashville did have to handle an empty, whether it was handled by itself or with other cars, they did have to handle the empty from the point of interchange to its breaking-up yard, then it formed another cut and goes on to the next distributing yard, and then is formed into another cut and goes on to the industry; then it has to pass out as a loaded car through the same process back to the industry?

Mr. Armistead: Yes, sir.

Mr. Jouett: That is right, is it not?

Mr. Armistead: Why, certainly.

Mr. Jouett: Does not that mean then that the Louisville & Nashville had handled that particular car, perhaps not alone, but had handled that car a distance of seven or eight miles to perform that service?

56 Mr. Armistead: They probably would have to handle it seven or eight miles, but one of the movements of handling that car was the car handled under load?

Mr. Jouett: I understand that.

Mr. Armistead: They very seldom made a requisition on us for an empty car.

Mr. Jouett: I understand that, not a single empty car.

Mr. Armistead: Or a dozen.

Mr. Jouett: I am talking about sooner or later, whether it was a dozen at a time or one at a time, they actually handled the car empty; went to the point of interchange and got that empty, or other empties, and handled it to the industry and from the industry back to the point of interchange in order to perform the switching for the charge of three dollars.

Mr. Armistead: You keep talking about an empty from the interchange.

Mr. Jouett: I say one car; they might handle 25 at a time; but is not that car being handled?

Mr. Armistead: Of course the car is being handled!

Mr. Jouett: That is what I am talking about.

Mr. Armistead: But you say—

57 Mr. Jouett: I am not talking about going there and getting a car; I am talking about the actual movement of that car that was made with the Louisville & Nashville engine; it probably was with a number of cars, but I am asking the service on that car.

Mr. Armistead: We deliver them a great many more cars than they deliver us, but the cars we deliver them are under load.

Mr. Jouett: But the movement is the same.

Mr. Armistead: Oh, the movement is the same, whether loaded or empty.

Mr. Jouett: You speak of the cost of service and you state from recollection that you think it figured up an average of 31 cents per car?

Mr. Armistead: Yes, sir.

Mr. Jouett: Now, tell the Commissioner just what you mean by that. What handling of a car do you count as one car at 31 cents?

Mr. Armistead: We just simply arrived at the total number of cars we handled and then figured out what our total yard payroll was, and figured on that basis.

Mr. Jouett: You counted a car coming in as one car, and if the same car went through you counted that
58 as another car, did you not?

Mr. Armistead: We counted our inbound and outbound cars.

Mr. Jouett: Then, if a car came through from Louisville going to Montgomery, you count that car twice going through the terminals?

Mr. Armistead: Yes, sir.

Mr. Jouett: And that counted just a movement in and a movement out?

Mr. Armistead: Yes, sir; we had very few of those cars, though.

Mr. Jouett: There were other cars went through; not necessarily to Montgomery, but they went through the Nashville terminals.

Mr. Armistead: Very few; we do not handle many to Montgomery.

Mr. Jouett: But cars went through Nashville?

Mr. Armistead: Yes, sir; we included them in there.

Mr. Jouett: Now, you do not mean to say at all to the Commissioner that the cost of handling a car in the manner that is necessary to perform a switching service between a Louisville & Nashville industry and the point of interchange with the Tennessee Central involving, as you have stated there, an ultimate movement of
59 seven or eight miles, and involving also all of the different switch movements, not counting the drilling or shunting that is necessary to accomplish it—that the handling of a car in that way for that distance and those movements could be done at anything like 31 cents.

Mr. Armistead: By no means.

Mr. Jouett: It would be your opinion that it would be very much larger, many times 31 cents, would it not?

Mr. Armistead: Well, we figured on that several times and reached a conclusion as to what we would charge under those conditions.

Mr. Jouett: Mr. Armistead, you were speaking of the handling of a car at 31 cents. Were you speaking of the figures of the Tennessee Central or the Louisville & Nashville?

Mr. Armistead: I am not speaking of the Louisville & Nashville or the Nashville, Chattanooga & St. Louis; I knew nothing about their figures.

Mr. Jouett: I misunderstood you. I thought you spoke of the Louisville & Nashville?

Mr. Armistead: No.

Mr. Jouett: You know there are very many
60 Louisville & Nashville cars go right straight through Nashville?

Mr. Armistead: Certainly. I was not undertaking to figure on the Louisville & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Jouett: I misunderstood you.

Mr. Armistead: Oh, no.

Mr. Jouett: What was your yard service handling

cars on the Tennessee Central, it was a lighter service, was it not?

Mr. Armistead: Yes, sir—no, I will take that back. We do not work the number of engines that the Nashville Terminals do or handle the volume of business they handle.

Mr. Jouett: You have a small yard down there?

Mr. Armistead: Yes, sir.

Mr. Jouett: So the movement of the cars is shorter than the others?

Mr. Armistead: Yes, sir.

Mr. Jouett: And you did not in that even take into consideration the rental of the equipment.

Mr. Armistead: No, sir.

Mr. Jouett: The value of use of the equipment?

Mr. Armistead: No, sir.

Mr. Jouett: Or depreciation?

Mr. Armistead: No.

61 Mr. Jouett: Or the value or use of terminals or interest charges?

Mr. Armistead: No.

Mr. Jouett: Overhead charges?

Mr. Armistead: No, sir, didn't figure that at all.

Mr. Jouett: You simply tried to figure what it would mean for a car movement where you took into consideration merely the cost of the engine men and other incidentals—necessary cost of the actual performing of the service?

Mr. Armistead: Yes, sir; and probably some little unnecessary too, when you take into consideration these watchmen and telegraph operators. That would include all of them in there. It was just the yard payroll we figured on exclusively.

Mr. Jouett: The yard payroll you figured on exclusively?

Mr. Armistead: The General Yardmaster's payroll.

Mr. Jouett: Did you include coal, the expense of running the engines?

Mr. Armistead: No, sir.

Mr. Jouett: Or things of that sort?

Mr. Armistead: No, sir; that was the engine cost. We did not figure that; just the engineer and fireman.

Mr. Jouett: Did not include, or did you include, the superintendent of your terminals and men of that sort?

62 Mr. Armistead: I did not include myself in that payroll.

Mr. Jouett: That is all.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Armistead, this hauling of cars by a switching movement where the Louisville & Nashville would get an empty car from the Tennessee Central, place it and load it and then switch it back, that is not peculiar to Nashville, is it? Is not that the general method of doing switching and interchange business everywhere?

Mr. Jouett: We object, Mr. Commissioner, to any testimony as to the rules or practices or cost in other cities. It would mean the injection into this case of just as many other collateral trials as they should introduce cities. They will want to go into 25 places and we might want to go into 25 or 50 places to meet them. But we are not trying collateral issues as to the cost of service and the propriety of the charges in all these other cities, as to which we are not prepared to offer evidence. I think it is immaterial to go into the practices or the costs of switching in other cities. I am free to admit that in some cities it is less than three dollars; in most cities it is more than three dollars. We would not be hurt by the evidence, but we would be here for weeks trying a lot of collateral issues that would not
63 bear any proper relation to the issues in the case.

Mr. Henderson: The question had nothing to do with the cost here or anywhere else.

Mr. Jouett: But you were asking a preliminary question and I thought it proper to object at the outset. You were asking if these rules did not apply in other cities, manifestly preliminary to some question as to what were the charges or practices in other cities.

Mr. Commissioner: You will recall, I think, in a recent case that was decided by the Commission—I am not sure whether it was the Bellefontaine case or New Castle case, that very question was asked and the Commission said the switching practices in Cleveland and other cities could not be considered in connection with this other case. I think it was the New Castle case. Your Honor will probably recall the case. It was decided by the Commission within two months.

Commissioner Meyer: Whether it was that or the Pittsburgh case, that was particularly discussed in the Pittsburgh case.

Mr. Jouett: Maybe it was the Pittsburgh case.
64 I think it is a collateral inquiry that ought not to be gone into.

Commissioner Meyer: Let us see what Mr. Henderson has to say.

Mr. Henderson: My question has nothing to do with the cost of service at Nashville or anywhere else. The question was brought out about the double movement of the cars and switching twice instead of once, and I asked Mr. Armistead whether that condition was peculiar to Nashville or if it was not true everywhere where cars are interchanged.

Mr. Jouett: We will concede that, but we say it is irrelevant?

Mr. Henderson: That is all right, you can say that. Do you know whether that is true or not, Mr. Armistead?

Commissioner Meyer: It is conceded, Mr. Henderson.

Mr. Henderson: That is all I have.

Commissioner Meyer: In your judgment does it cost more here in Nashville to place a car at one of the industries or to move a car destined, say, to Chicago, from Birmingham through the terminal in Nashville? Which costs more, to pull a car through or to place it at an industry, considering the average placement?

Mr. Armistead: It costs more to put it at an industry.

65 Commissioner Meyer: That is all.
(Witness excused.)

Mr. Henderson: Mr. Farris, will you take the stand please.

W. F. FARRIS, JR., was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Farris, what is your residence and occupation, please?

Mr. Farris: My residence is in Nashville; I am in the lumber business.

Mr. Henderson: What is the name of your firm?

Mr. Farris: *Farris Hardwood Lumber Company.*

Mr. Henderson: Do you operate a mill?

Mr. Farris: Yes, sir.

Mr. Henderson: On what terminal tracks is your mill located in Nashville?

Mr. Farris: *Located on the Louisville & Nashville Terminals.*

Mr. Henderson: Do you buy any logs from local points on the Tennessee Central Railroad?

Mr. Farris: Yes, sir; some.

66 Mr. Henderson: When those logs reach Nashville via the Tennessee Central what switching rate do you pay to get them over to your mill?

Mr. Farris: *We pay three dollars a car from non-competitive points.*

Mr. Henderson: Has the Tennessee Central, or do you know whether the Tennessee Central has milling in transit arrangements upon those logs?

Mr. Farris: Yes, sir; *they have a milling in transit arrangement.*

Mr. Henderson: *They refund down to a certain point when the lumber is reshipped by their line?*

Mr. Farris: Yes, sir.

Mr. Henderson: And in order to take advantage of that milling in transit and reship by the Tennessee Central Railroad lumber which is sawed out of the logs drawn from their road, if that lumber is going to a competitive point how do you have to get it back to the Tennessee Central?

Mr. Farris: Well, *we have to haul it across town and put it on the Tennessee Central's side tracks; load it on the Tennessee Central car on the siding.*

Mr. Henderson: And what is the average cost to you of hauling a car of lumber across town?

67 Mr. Farris: Well, I should judge *about \$7.50 per car extra labor.*

Mr. Henderson: You can not load that car at your yard and have it switched back to the Tennessee Central at \$3 unless it is going to a non-competitive point?

Mr. Farris: No, sir.

Mr. Henderson: In order to get that refund and your milling in transit you have to haul your lumber across town?

Mr. Farris: Yes, sir.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Farris, I did not quite understand that milling in transit arrangement; explain that, will you, a little more fully how it applies here.

Mr. Farris: Well, if we buy logs on the Tennessee Central track, they charge us a gross rate, and when they ship out the lumber that comes out of these logs, if we ship this lumber over the Tennessee Central Railroad we will get a reshipping on that—we will get a rate of, say, 40 or 50 per cent of what we would have paid. In

68 order for us to get this reshipping, of course this lumber has got to go out on the Tennessee Central

track and we have got to haul the lumber to a Tennessee Central side track in order to get the reshipping on it.

Mr. Jouett: Well, the complaint you make there is that the Louisville & Nashville will not carry your product from your industry on the Louisville & Nashville over to the Tennessee Central for you at all.

Mr. Farris: Well, they will carry it.

Mr. Jouett: Isn't it?

Mr. Farris: Well, they will carry it at a rate that prohibits us from—

Mr. Jouett: I mean, except at a local rate. They do not switch it, I mean.

Mr. Farris: They will carry it at a rate all right.

Mr. Jouett: Now, get that a little clearer. If I understand it, your industry is on the Louisville & Nashville?

Mr. Farris: Yes, sir.

Mr. Jouett: If you buy lumber from a local station on the Tennessee Central, the Louisville & Nashville will cheerfully switch it over from the Tennessee Central point of interchange on your industry on the Louisville & Nashville tracks at the regular charge of three
69 dollars. That is right, is it not?

Mr. Farris: Yes, sir.

Mr. Jouett: And what you complain of is when you go to ship it out, ship it to a competitive point to which the Louisville & Nashville could carry it itself, that the Louisville & Nashville will not carry it through those terminals and deliver it back to the Tennessee Central so the Tennessee Central can get that line-haul revenue?

Mr. Farris: Well, they will carry it back at the rate.

Mr. Jouett: I mean they will not do it at the switching charge?

Mr. Farris: Sir.

Mr. Jouett: I mean they will not do it at the switching charge.

Mr. Farris: No.

Mr. Jouett: If they carry it at all, do they carry it in any other wise than as a local shipment, say, for the first ten miles.

Mr. Farris: Well, I don't—the rate there is about three cents and we can haul it cheaper than that.

Mr. Jouett: Well, you have shipped it that way, have you?

70 Mr. Farris: We have never shipped it, no, sir; we have always hauled it.

Mr. Jouett: Well, who was it told you that the rate would be three cents a hundred?

Mr. Farris: Why, the Louisville & Nashville Railroad office.

Mr. Jouett: Do you know when it was and who it was?

Mr. Farris: Yes; I called up the Louisville & Nashville office this morning and asked them about a car.

Mr. Jouett: That you wanted shipped over the Tennessee Central to go out to a competitive point?

Mr. Farris: Yes, sir.

Mr. Jouett: And they said they would not switch it on the switching charge of three dollars?

Mr. Farris: Yes, sir.

Mr. Jouett: What else did they say?

Mr. Farris: I told them I wanted to ship a car to Chicago over the Tennessee Central and asked them what the switching charge would be for me to turn the car to the Tennessee Central Railroad, and they said three cents per hundred pounds.

Mr. Jouett: Do you know if that is their local rate for the first station out of Nashville?

71 Mr. Farris: I don't know whether it is a local rate or not.

Mr. Jouett: How far would it be from your industry on the Louisville & Nashville to the point of interchange with the Tennessee Central?

Mr. Farris: How far we have to haul our lumber to put this on—

Mr. Jouett: Yes—no; how far would the Louisville & Nashville have to haul it around by the tracks where it is loaded in order to delivery it to the point of interchange.

Mr. Farris: Well, about a mile and a quarter, I should judge.

Mr. Jouett: How is that?

Mr. Farris: About a mile and a quarter.

Mr. Jouett: Where is your industry located?

Mr. Farris: It is on the Cumberland River, just south of the Jefferson State bridge, on the corner of Old Holmes Street and the river.

Mr. Jouett: Do you know where the freight business would be from your industry to what point, to what breaking-up point or to what making-up yard?

Mr. Farris: You mean where it would be taken
72 over to the Tennessee Central?

Mr. Jouett: No; where would the Louisville & Nashville have to take it to get it to the Tennessee Central? What move would it make then from your industry?

Mr. Farris: Have to take it to the East Nashville yards.

Mr. Jouett: How far is that from your industry?

Mr. Farris: About three hundred yards.

Mr. Jouett: Now, the train would be broken up and that car would be put in a cut of cars that would be made up to go around to what other point next.

Mr. Farris: The nearest point would be North Nashville.

Mr. Jouett: And how far is that?

Mr. Farris: Just across the Cumberland River; I guess it is a quarter of a mile.

Mr. Jouett: Is there a breaking-up yard over there at that point?

Mr. Farris: What do you mean by a breaking-up yard?

Mr. Jouett: I mean the different points that are covered by a switching movement. Don't you know that they never take a car from one industry to another, and necessarily have to handle it in a train or cut of cars; do you know that? If you do not know I won't ask
73 you any further about it?

Mr. Farris: I do not know how they handle it at all.

Mr. Jouett: Then you do not know how the car would be handled?

Mr. Farris: No, sir.

Mr. Jouett: All right; I will prove that by somebody else. That is all.

(Witness excused.)

Mr. Henderson: Mr. Derryberry will you come around, please?

M. E. DERRYBERRY was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Derryberry, what is your occupation and residence?

Mr. Derryberry: Wholesale grocery business.

Mr. Henderson: How long have you been in the grocery business at Nashville?

Mr. Derryberry: Altogether about 26 years. I have been on the Tennessee Central tracks about 7 years.

Mr. Henderson: Is that the last 7 years? Are you now on the Tennessee Central tracks?

74 Mr. Derryberry: Yes, sir.

Mr. Henderson: Are you familiar with the pres-

ent rules of the Tennessee Central, the Nashville, Chattanooga & St. Louis and the Louisville & Nashville Railroad governing the switching of various articles handled by you?

Mr. Derryberry: Yes, sir; I think I am.

Mr. Henderson: Have these rules ever caused you any loss of business, loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Derryberry: Caused me some loss of money and a great inconvenience at times.

Mr. Henderson: Will you please say in what respect, if you have any specific cases?

Mr. Derryberry: Well, frequently a car is diverted and comes in over the Louisville & Nashville or the Nashville, Chattanooga & St. Louis road, and we may have to have it hauled across town instead of getting it at our place of business.

Mr. Henderson: Is that hauling more inconvenient than unloading at your back door?

Mr. Derryberry: Very much so, yes, sir.

Mr. Henderson: Does it damage the goods in any respect?

75 Mr. Derryberry: Yes, sir; as a rule more or less damage.

Mr. Henderson: Is it not a fact that there are certain goods in your line that are sold on a delivered price, f. o. b. Nashville?

Mr. Derryberry: Yes, sir; most of it.

Mr. Henderson: Do those concerns selling those goods guarantee, as a general thing, any specific delivery at Nashville, or just delivered at Nashville?

Mr. Derryberry: As a rule, they are bought f. o. b. Nashville.

Mr. Henderson: And when they are not specifically routed and do not reach Nashville via the Tennessee Central you have to stand the drayage or transfer?

Mr. Derryberry: We try to instruct them about the routing, on every car, but occasionally they overlook it, and in that instance, why, we would have to pay the drayage ourselves. If the shipper makes a mistake we throw it back on him. That is all I know.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Derryberry, what is your business?

Mr. Derryberry: Wholesale grocery.

76 Mr. Jouett: Your store is located where?

Mr. Derryberry: On the Tennessee Central tracks.

Mr. Jouett: What street?

Mr. Derryberry: Down in the central part of the city.

Mr. Jouett: On what street?

Mr. Derryberry: On Second Avenue.

Mr. Jouett: And the Tennessee Central passes back of your store, does it?

Mr. Derryberry: On Front Street—First Avenue, yes, sir:

Mr. Jouett: How is that?

Mr. Derryberry: On First Avenue; it is right in the rear of the building.

Mr. Jouett: Then, you are located what might be said to be exclusively on the Tennessee Central?

Mr. Derryberry: Yes, sir.

Mr. Jouett: You are thoroughly familiar with the switching rules here in Nashville, are you not?

Mr. Derryberry: I do not say I am thoroughly familiar with them. I am so far as our business is concerned.

Mr. Jouett: So far as your business is concerned?

Mr. Derryberry: Yes, sir.

77 Mr. Jouett: You know it is the rule of the companies not to switch for each other competitive business; that is, not to switch to the other company and give it the line haul when that company itself could handle the line haul to the point of destination or origin?

Mr. Derryberry: Yes, sir.

Mr. Jouett: Then, all you have to do is direct the consignor to ship for Tennessee Central delivery, is it not?

Mr. Derryberry: Well, occasionally they sell these goods delivered, and they have a right to make their own routing. For some reason they may think the Tennessee Central would not be responsible in case they had a claim.

Mr. Jouett: Well, as a rule you direct the routing, you have a right to direct the routing?

Mr. Derryberry: As a rule, they respect our request.

Mr. Jouett: Now, if you bought from somebody who said he would prefer to route over the Tennessee Central when there was a routing over the Louisville & Nashville, I mean when you buy from somebody who preferred to route over the Louisville & Nashville when there was a line coming over the Tennessee Central that would make delivery at your store, have you ever had any trouble in having them, on request from you, route via the Tennessee Central?

78 Mr. Derryberry: Well, there has been occasionally a firm which refused to route that way; not recently, though.

Mr. Jouett: As a business man would you buy from a firm that refused?

Mr. Derryberry: No, I would not; but sometimes we make a purchase and they have made the sale delivered and they have refused to recognize our routing.

Mr. Jouett: How many instances of that kind have you, Mr. Derryberry?

Mr. Derryberry: Well, they are rare, I will admit they are rare.

Mr. Jouett: One in a thousand?

Mr. Derryberry: No; I would not say, I do not know.

Mr. Jouett: Now, Mr. Derryberry, if I understand it, in case a car comes in over the Louisville & Nashville when it should have come in over the Tennessee Central that mistake has occurred in one of three ways; either you neglected to direct it to be routed over the Tennessee Central or the consignor neglected to carry out your instructions to route for Tennessee Central delivery, or the carrier some where in the line, diverted the shipment?

Mr. Derryberry: Yes, sir.

79 Mr. Jouett: In case the consignor made the mistake and disobeyed your instructions and routed over the Louisville & Nashville when he should have routed over the Tennessee Central, or failed to route over the Tennessee Central, you say you always have him stand that loss?

Mr. Derryberry: Yes, sir.

Mr. Jouett: And he does it?

Mr. Derryberry: Yes, sir.

Mr. Jouett: Does it cheerfully?

Mr. Derryberry: He has to do it.

Mr. Jouett: He has to do it?

Mr. Derryberry: Yes, sir.

Mr. Jouett: Now, in case the railroad company diverts it, you know, under the laws and regulations of the Interstate Commerce Commission, that the railroad must make you whole in the matter and must pay the cost of the drayage, or whatever else is necessary.

Mr. Derryberry: The first three or four instances they asked us to file a claim for the loss, but we were unable to place any responsibility on any of the lines over which the goods moved, and after I had had a little experience I refused to accept it and let them do their own drayage.

80 Mr. Jouett: And they drayed it for you?

Mr. Derryberry: Yes, sir; they had to do that too.

Mr. Jouett: Yes, sir; they had to do it and it was not any cost to you?

Mr. Derryberry: No, sir.

Mr. Jouett: Then, the only case where you suffered any financial loss for the cost of this draying would be where you had neglected to properly attend to it yourself, would it not?

Mr. Derryberry: Yes, sir.

Mr. Jouett: That is all.

Mr. Derryberry: I will answer that, though, except occasionally, where a shipper would reserve the right to do his own routing, because of the fact they sold the goods delivered.

Mr. Jouett: But you say that is very rare?

Mr. Derryberry: That is rare, yes, sir.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Derryberry, just one question, please. If you were to get an order from a customer of yours and it was discovered that he made an error in just what he wanted, do you think that would justify you in charging him ten times as much for what he

81 really wanted than otherwise?

Mr. Derryberry: I did not catch the question.

Mr. Henderson: If one of your customers were to give you an order for a lot of groceries and he should, by oversight, or by any other error, make a mistake in the order, would that justify you in charging him five or six times as much for what he really wanted than you would otherwise?

Mr. Derryberry: Most certainly it would not.

RE-CROSS EXAMINATION.

Mr. Jouett: Is it not a fact in this case that you are the customer instead of the other man, and the other man makes the mistake in shipping to you?

Mr. Derryberry: Well, we all make mistakes. The railroads seem to divert the cars. That is where the trouble is. We seldom make a mistake in instructing them as to routing. They get hold of a lot of cars—we do not understand it—we are compelled to haul those cars across town and although they stand the drayage it means considerable loss of time and trouble to us.

Mr. Jouett: I understand that, but you say, referring to the illustration of Mr. Henderson, in the illustration he makes, it is not a case where you charge the other

man for the loss, because he is your customer; the fact is, you are his customer?

Mr. Derryberry: Yes, sir.

Mr. Jouett: If you were selling something to some customer that would be shipped out of Nashville, and you were looking after it, you would ship over the Tennessee Central.

Mr. Derryberry: Depends on where his place of business is.

Mr. Jouett: I mean, if it was a competitive point?

Mr. Derryberry: Yes, sir.

Mr. Jouett: If it went to a non-competitive point they would switch it for you?

Mr. Derryberry: Yes, sir.

Mr. Jouett: So you would not be hurt a bit?

Mr. Derryberry: No, sir.

Mr. Jouett: That is all.

Mr. Henderson: That is all.

(Witness excused.)

Mr. Henderson: Mr. Morgan, will you come around, please?

83 E. S. MORGAN was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Morgan, what is your residence and occupation?

Mr. Morgan: Richland Avenue, merchandise broker.

Mr. Henderson: How long have you been in the brokerage business in Nashville?

Mr. Morgan: Seven years.

Mr. Henderson: What terminal tracks is your warehouse in Nashville located on?

Mr. Morgan: For two years we were in Cumberland Station on the Louisville & Nashville and Nashville, Chattanooga & St. Louis, and the balance, five years, on the Tennessee Central.

Mr. Henderson: Your present location is on the Tennessee Central?

Mr. Morgan: Tennessee Central, yes, sir.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central, Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the switching of merchandise handled by you?

84 Mr. Morgan: Yes, sir.

Mr. Henderson: Have these rules at any time caused you any loss of business, loss of money or other-

wise inconvenienced you in the conduct of your business?

Mr. Morgan: Well, they cost me lots of money and cause me inconvenience and annoyance.

Mr. Henderson: In what respect, please.

Mr. Morgan: Well, I can cite one case. On February 5th—

Commissioner Meyer: 1914?

Mr. Morgan: Yes, sir; 1914; I bought a car of canned tomatoes in the name of Dodson-Gentry & Company here, for my own account.

Mr. Jouett: How is that?

Mr. Morgan: I say, in February, 1914, I bought a car of canned tomatoes, shipment from Maryland or Virginia, I believe, for my own account, and routed the shipment for Tennessee Central delivery. That is, those were the instructions to the shipper.

Mr. Jouett: Pardon me, but you said somebody else's name; I did not catch that.

Mr. Morgan: Dodson-Gentry & Company, one of our jobbers, grocery jobbers. And this fellow shipped the car on open routing; he did not recognize the routing.

Mr. Jouett: Did not follow your directions?

85 Mr. Morgan: No, sir; did not do it; did not follow our directions. When the car arrived here we refused to take it on the Louisville & Nashville road, where it arrived, and wired him to that effect, and he agreed to pay the drayage, provided we would take the car on in, acknowledging it was his mistake, and we did that and paid the drayage, amounting to \$10.75, across town on this particular car, and we sent this party a bill for the drayage and he has never paid it yet. He may do it and he may not do it.

Now, in selling for a packer of that sort we usually sell through another broker if they are too far from home, because we do not know the people, do not know them personally, do not know anything about them, because sometimes they do not have any rating whatever, and you can not depend upon them, and I make it a rule to sell only for responsible parties.

This broker through whom I sold would not assume those charges, and he assures me this broker will pay it, but he has not paid it so far. He agreed to pay it on February 9th, the date of his telegram. That is one case where it has cost me money so far.

Then, on January 13th, this year, we shipped Orr, Mizell & Murrey, wholesale grocers of this city, a car of green coffee from Arbuckle Brothers, New York,
86 routed Tennessee Central delivery which gives

them side walk delivery, and he observed the instructions to the letter, and the car arrived via the Nashville, Chattanooga & St. Louis, and he finally had for certain, but by either the Nashville, Chattanooga & St. Louis or the Louisville & Nashville—and the carriers drayed the car free of charge. Their buyer claimed it gave them a good deal of trouble, however, taking the goods in at the front door, as they had arranged to do all their unloading at the back door.

And then, a case where it has cost our shippers by not observing the routing—I sold a car of stock feed not long ago to Moorehead and Young here, who are located on the Tennessee Central tracks. Our shippers mistook the letters T. C. for I. C. on our instructions and shipped the car Illinois Central and it arrived here over the Nashville, Chattanooga & St. Louis—I would not say that to pay the drayage on that car amounting to \$8.75, which of course, was a clear loss to him.

Then another case where I had a car of potatoes shipped by Albert Miller & Company, Chicago, to Dodson-Gentry & Company, and although these people are not located on either the Nashville, Chattanooga & St. Louis or the Louisville & Nashville or the Tennessee
87 Central, and have to haul their goods, they claim that they can haul them for a great deal less money from the Tennessee Central if they haul them themselves, as long as they are just about, say two hundred yards from where a car should be placed, and they considered it a fair compromise of \$5 on that car, and our shipper paid it.

Then, sometimes we lose business on a car of stuff that is consigned to us for sale. It may be consigned to us for Louisville & Nashville delivery. Nine times out of ten I would route it that way and take chances on selling it on arrival, and give the party back door delivery. Then, possibly I would have a chance to sell a car to some jobber on the Tennessee Central tracks, and in the case of navy beans the drayage would amount to, say, a cent and a half a bushel, and that would switch a trade lots of times on that commodity.

I do not know of any other special instances.

CROSS-EXAMINATION.

Mr. Jouett: How long have you been in business handling carload shipments?

Mr. Morgan: Seven years.

Mr. Jouett: Seven years?

Mr. Morgan: Yes, sir.

88 Mr. Jouett: How many cars a year do you handle?

Mr. Morgan: Well, I could not tell you.

Mr. Jouett: Just approximately.

Mr. Morgan: I should say between 7 and 8 hundred cars.

Mr. Jouett: Seven or eight hundred cars a year?

Mr. Morgan: That is, sell that many and route that many; of course, I do not handle them in my own name.

Mr. Jouett: And you have been there seven years?

Mr. Morgan: Yes, sir.

Mr. Jouett: That would be seven or eight hundred cars a year for seven years?

Mr. Morgan: Yes, sir, I think so.

Mr. Jouett: Now, you have named out of that number of cars five illustrations, and I would like to ask you about them in detail.

Mr. Morgan: They were just on different lines, you know.

Mr. Jouett: Yes; the first was a case where the consignor failed to follow your directions?

Mr. Morgan: Yes, sir.

Mr. Jouett: And you would not take the car and you took it up with him and he admitted that it was his mistake and said he would pay the drayage bill which
89 amounted to \$10.57 if you paid it?

Mr. Morgan: Yes, sir.

Mr. Jouett: Now, if you lost that \$10.57 would you say it was because of this switching policy, or because you made a mistake in taking the credit of that man?

Mr. Morgan: How is that?

Mr. Jouett: If you lost that \$10.57 when you did not have to assume that responsibility would you say that that was properly chargeable as a business proposition to this switching practice at Nashville or is it chargeable to your mistake of judgment in determining the responsibility of this man whom you trusted for \$10.57?

Mr. Morgan: Well, I am responsible for trusting him if I lose the \$10.57?

Mr. Jouett: Yes, sir.

Mr. Morgan: Absolutely.

Mr. Jouett: Now, we will take the second case; that was the case of the coffee that arrived by the way of the Nashville, Chattanooga & St. Louis where the instructions were disobeyed. In that case, if I understand it, the railroad promptly paid the drayage and delivered the coffee to you and all you suffered was some inconvenience

in loading it in the front of the house instead of the back?

90 Mr. Morgan: That is it, exactly.

Mr. Jouett: Then, in the third case, that was where they mistook T. C. for I. C., or rather read T. C. to mean I. C., and routed it wrong?

Mr. Morgan: Yes.

Mr. Jouett: So that it came Illinois Central, or around over the Louisville & Nashville or the Nashville, Chattanooga & St. Louis instead of the Tennessee Central?

Mr. Morgan: Yes, sir.

Mr. Jouett: Well, you do not seriously contend that a mistake of that sort, for which the Louisville & Nashville Railroad was not responsible, or none of the railroads were responsible, should condemn this switching practice?

Mr. Morgan: Well, I think it has that influence on shippers who have to be more careful and all that.

Mr. Jouett: Do you think that it is unreasonable to ask a business man, engaged in important business transactions, to be reasonably careful?

Mr. Morgan: No; that is all right. It would have just saved that much money at that time if they had shipped it for \$3.

91 Mr. Jouett: And that \$8 was caused there because you had written the T. C. badly to look like I. C., or the other fellow read it I. C. and mistook the initials?

Mr. Morgan: No, sir; only if we had had the free switching charge it would have saved that \$8.75.

Mr. Jouett: But do you think one mistake in a thousand of that character ought to upset the policy of a business if that policy be reasonable and just in other respects merely to save you from occasional mistakes?

Mr. Morgan: I should think that would have some effect.

Mr. Jouett: You think it ought to change the policy regardless of the merits?

Mr. Morgan: No, sir; not absolutely. I just think it would have some effect on the case, that is all.

Mr. Jouett: Now, as to the fourth illustration that you made, the potatoes. If I understand that case there was no industrial track, no connection with any railroad and it was just merely a question of the convenience of somebody who had to haul in either event to the team tracks and thought he could have hauled more conven-

iently to the Tennessee Central than to the Louisville & Nashville?

Mr. Morgan: Well, there was a question of the shipper just taking it for granted that the Nashville, Chattanooga & St. Louis delivery would answer this fellow's purpose just as well as the Tennessee Central and took a shot at it.

Mr. Jouett: But, it is a matter of fact there was not delivery on either one; that man was not entitled to delivery on either track; he had no track.

Mr. Morgan: No, sir; he just took the stand that he routed the shipment for Tennessee Central delivery, and we could not make him accept it.

Mr. Jouett: What Tennessee Central delivery?

Mr. Morgan: Tennessee Central here in Nashville?

Mr. Jouett: On team tracks?

Mr. Morgan: On team tracks.

Mr. Jouett: Well, where would the switching movement come in? We are not talking about team tracks in this case.

Mr. Morgan: Well, I just related that case as having a bearing on this case, only—

Mr. Jouett: What bearing would it have on this case?

Mr. Morgan: That is, if we did not have any switching rates to pay he could have switched it to the Tennessee Central for less money.

Mr. Jouett: Suppose there had been no switching, such as we now have; explain to the Commission how the lack of a switching rule or the making of a switching rule, one way or the other, would have affected the case that you are now speaking of?

Mr. Morgan: As I understand it, that car arrived here by the Nashville, Chattanooga & St. Louis. If Dodson had requested it to be switched to the Tennessee Central team track he could have gotten it then for less money, that is, it is my idea they would make a lower rate.

Mr. Jouett: Let us assume, though, that there was no switching charge—let us assume we had reciprocal switching, what is sought here in the city of Nashville.

Mr. Morgan: Yes, sir.

Mr. Jouett: So that each road would switch for the other whether it came from competitive or non-competitive points, suppose that rule were in force, how would that help out the case of a man here you speak of who wanted something over to the Tennessee Central team track and instead of that it was taken to the Louisville & Nashville team track.

Mr. Morgan: It would just save my shipper \$5 switching charges.

Mr. Jouett: Tell me how the rule as I have stated—

Mr. Morgan: Because Mr. Dodson would have called up the Louisville & Nashville and asked them to
94 switch it to the Tennessee Central.

Mr. Jouett: You mean would have asked the Louisville & Nashville or the Nashville, Chattanooga & St. Louis to switch from its team track over to the Tennessee Central team track, because the shipper could haul more conveniently from the Tennessee Central team track.

Mr. Morgan: Well, if there is no switching charge at all they would do it free of charge, wouldn't they?

Mr. Jouett: You never heard of that in the world, did you?

Mr. Morgan: They would do it, if there was no charge?

Mr. Jouett: Certainly not. No railroad would switch a car from its own team track over to another railroad's team track simply because it was more convenient for the shipper to haul from there than from another. We are speaking of industry tracks.

Mr. Morgan: I was mistaken then, I thought they would make that switching free of charge that way if there was no switching charges.

Mr. Jouett: No; you are mistaken in that.

Mr. Morgan: Well, I beg your pardon.

Mr. Jouett: Now, the fifth illustration that you
95 made is a case of an occasional consignment where it is brought in for Louisville & Nashville delivery and you say you will take a chance, receiving your goods and trying to find a purchaser on the Louisville and Nashville?

Mr. Morgan: Yes, sir, I will take a chance?

Mr. Jouett: You did take that chance, did you not?

Mr. Morgan: Yes, sir.

Mr. Jouett: And you knew that the Louisville & Nashville would not ship that over to the Tennessee Central industry?

Mr. Morgan: Sure.

Mr. Jouett: When you took that chance, where have you any right to blame the Louisville & Nashville switching policy for it?

Mr. Morgan: I just thought like in the other case they would switch that car free of charge and we could sell it to a Tennessee Central man.

Mr. Jouett: You mean that you could order it in here

over either road, and in case you could not find a purchaser on that road, that you could then have the right to ask that railroad to switch it across the town to the other railroad?

Mr. Morgan: Yes.

Mr. Jouett: That is what we call intracity switching, I believe, transportation in the city. You know
96 that railroads are built to do transportation hauls and not drayage service, do you not?

Mr. Morgan: Yes, sir; I understand that.

Mr. Jouett: That is all, sir.

Mr. Henderson: Mr. Morgan, under consigned cars if they were sold before they reached Nashville they could be ordered to industries on the Tennessee Central without being placed on the team tracks of the Louisville & Nashville or being placed at all on the Louisville & Nashville, if you sold them before they reached here?

Mr. Morgan: That is, if we sold them in time to divert them.

Mr. Henderson: That is all.

(Witness excused.)

G. C. BILLINGSLEY was called as a witness and having been duly sworn, testified as follows.

DIRECT EXAMINATION.

Mr. Henderson: Mr. Billingsley, what is your residence and occupation?

Mr. Billingsley: Nashville, in the furniture business.

Mr. Henderson: How long have you been in the
97 furniture business at Nashville and on what terminal tracks has your warehouse been located in that time?

Mr. Billingsley: About seven years, and it is on the Nashville Terminals, or the Nashville, Chattanooga & St. Louis Railroad.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central, the Nashville, Chattanooga & St. Louis or the Louisville & Nashville governing the switching of furniture at Nashville?

Mr. Billingsley: Yes, sir; if I understand it it is an extra charge on competitive business.

Mr. Henderson: Have these rules at any time caused you any loss of business or loss of money or anywise inconvenienced you in the conduct of your business?

Mr. Billingsley: Yes, sir; the concern I am with, it has.

Mr. Henderson: In what respect, please?

Mr. Billingsley: Well, it has inconvenienced us in having to be so mindful when we order goods to give a routing, and it has inconvenienced us or the one from who we buy goods in carrying out our instructions, and then we have been inconvenienced by some railroad clerks, I suppose, in not carrying out instructions on the bill of lading after the shipment had started.

98 Mr. Henderson: Have you any specific instances where these competitive switching charges have been applied?

Mr. Billingsley: Well, I did not go back to hunt very much, when I was notified the other day I had to come up here. Two cases that came in right recently, and they were on my desk, or headed for my desk at the time; one is a car of metal beds from Evansville. This car was bought by the buyer down there, and he overlooked giving the routing as he does quite often, and before I knew the beds were bought and could get a routing in, it had been shipped, or before I did do it, and came Tennessee Central. This, of course, was our fault. We had the car drayed—that is, we had a transportation company here to carry the beds on to our warehouse, which was about two city blocks.

Another case which was right along at this immediate time, was a car of chairs from North Carolina. This company—it seems that the shipping clerk, in the face of two routing orders, left the Nashville, Chattanooga & St. Louis Railroad off the bill of lading, and the Southern turned it over to the Tennessee Central. This came in, and it was the shipper's fault and we wrote them about it and told them we were going to have the chairs

99 hauled over and charge them back with the expense and they agreed to it and sent us a credit memorandum for it. Now, this charge that we paid out to have those chairs hauled does not represent half the loss, I would not think, on this movement, in this way, simply because the chairs are easily damaged, they are cheap chairs and do not come wrapped very well and the damage amounts to more than the drayage, I think.

Then, another case that I call to mind, which was sometime back where the railroad erred; instead of a car of cotton material from Northern Alabama coming Nashville, Chattanooga & St. Louis it came Tennessee Central, or Southern; that is, when the Southern had the eastern division leased, and this car came in, and as well as I remember, someone who received the message that it was on the Tennessee Central asked me what to do with it and I told them to instruct them to switch it to the

warehouse without knowing or investigating thinking it was a non-competitive point. Mr. Huggins, of the Nashville, Chattanooga & St. Louis switched it over and made a charge of about \$29.00 and he and I had that up possibly a month before I agreed to pay it.

I tried to make claim against the Southern Railroad, that it was their error, for the \$29.00 before

I turned it loose, but I had nothing to show I had been damaged until I paid it, and I paid it and then filed a claim and collected it.

Mr. Henderson: Mr. Billingsley, that car that you just mentioned, that you paid \$29.00 switching on, how far was that car handled by the Nashville, Chattanooga & St. Louis from the Tennessee Central Connection to your factory?

Mr. Billingsley: Well, it would depend on where they turned it loose. If I understand, Baxter Heights, or Shops Gates is around from Charlotte Pike back of the new shops, back there somewhere. If it had been turned over there it would have been about a mile and a half, I guess, if there is a physical connection, and I understand there is, about 2 and a half blocks, right at the Harley Powder Company.

Mr. Henderson: It would not have been over a mile and a half though, even if it had been delivered at Baxter Heights or Shops Junction?

Mr. Billingsley: I do not think it would have been over that.

101 Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Billingsley, in each one of the instances you have mentioned the loss occurred through the mistake of somebody other than the railroad company, did it not?

Mr. Billingsley: Other than the railroad company?

Mr. Jouett: Yes.

Mr. Billingsley: One case I mentioned.

Mr. Jouett: Was one of them a railroad mistake?

Mr. Billingsley: Yes.

Mr. Jouett: Now, in that case, the railroad immediately drayed the goods, did it not?

Mr. Billingsley: Where they made the error?

Mr. Jouett: Yes.

Mr. Billingsley: Well, they were instructed to transfer it to our warehouse which they did. And of course, they handled that car with the understanding, I suppose, that they got their rate, as I understand it now, as I

remember it they collected it from the nearest station to Nashville, which was about 6 cents a hundred.

Mr. Jouett: In that case you mean, you went back to the division station and took constructive delivery at the junction point and charged that rate in, or did they charge the regular local rate to the first station out.

Mr. Billingsley: Well, in taking that up with Mr. Huggins, the chief clerk, we had the tariff there and they showed me where the tariff allowed them to make a charge, I believe it was the nearest station coming in. I suppose that would be the nearest station out, would it not?

Mr. Jouett: Yes. In that case you did not have to pay it?

Mr. Billingsley: We paid it, but they scared us about it; we did not know we were going to get it back.

Mr. Jouett: How is that?

Mr. Billingsley: We paid it, but we did not know we were going to get it back.

Mr. Jouett: You felt a little uneasy for a while?

Mr. Billingsley: Yes, sir.

Mr. Jouett: You did not measure in dollars, though, that mental anguish?

Mr. Billingsley: I beg pardon.

Mr. Jouett: Never mind. The only one you had to pay, then, was the \$29?

Mr. Billingsley: We paid that, but got it back.

103 Mr. Jouett: Did you get that back?

Mr. Billingsley: Yes, sir.

Mr. Jouett: Then you got them all back?

Mr. Billingsley: No, sir.

Mr. Jouett: Which one did you say that you did not get back?

Mr. Billingsley: The one we overlooked giving instructions on.

Mr. Jouett: Yes, that was your fault?

Mr. Billingsley: Yes, sir.

Mr. Jouett: That is all.

Mr. Billingsley: That is not where the loss comes in.

Mr. Jouett: I understand; you say the injury.

Mr. Billingsley: The material loss.

Mr. Jouett: Now, as to any damage in draying, is that damage done by the public dray man here in Nashville?

Mr. Billingsley: Some of it; some of it we do ourselves.

Mr. Jouett: If they cause a damage they are responsible for it, are they not?

Mr. Billingsley: Well, how will you ascertain the damage. A chair rubbed here and there and yonder?

We have to stand it.

104 Mr. Jouett: I don't know, somehow you do it.

I supposed your man knew the condition when taken out of the car, and if there was any damage done in draying over the drayman would be responsible for it.

Mr. Billingsley: Why, the damaged goods come into us, I have charge of that claim department, and we positively do not get half of the damage done, either by draymen or the railroads.

Mr. Jouett: How many cars do you handle in a year?

Mr. Billingsley: Coming in?

Mr. Jouett: Yes.

Mr. Billingsley: I guess a hundred; that is a guess.

Mr. Jouett: A hundred cars a year?

Mr. Billingsley: Yes.

Mr. Jouett: How many years have you been in business?

Mr. Billingsley: About seven.

Mr. Jouett: And in that seven hundred cars do you recall others besides the one you mention here?

Mr. Billingsley: Yes, sir.

Mr. Jouett: What others?

Mr. Billingsley: Well, I recall one from Lyman, Mississippi, Tennessee Central, had to be either switched or drayed. I recall another coming from North Carolina that came in Tennessee Central. I did not go back
105 and search and hunt through the records to get evidence. I could have gotten more if I had tried, but I remember a number of cases; I could not go along and specify them without going back to the records.

Mr. Jouett: You do not remember any where you suffered any financial loss except what occurred incident to the drayage?

Mr. Billingsley: Yes, sir; one of the three I mentioned we suffered a financial loss.

Mr. Jouett: I mean, except the one—I am speaking of—

Mr. Billingsley: Yes, sir; there were others.

Mr. Jouett: That is all.

Mr. Henderson: That is all.

(Witness excused.)

J. W. CRUTCHER was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Crutcher, what is your residence and occupation?

Mr. Crutcher: Nashville, grain and feed business.

Mr. Henderson: Have you a corn sheller in your
106 plant where you do that business for people other than your own concern?

Mr. Crutcher: Yes, sir; both.

Mr. Henderson: How long have you been in the grain business at Nashville and on what Terminal tracks have you been located during that time?

Mr. Crutcher: I have been here about six years and I have been on the Tennessee Central.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central, Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the shipment of grain at Nashville?

Mr. Crutcher: I think I am, fairly well.

Mr. Henderson: Have these rules at any time caused you any loss of business or loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Crutcher: Yes, sir; a good many times.

Mr. Henderson: In what respect?

Mr. Crutcher: Well, as to the corn sheller, corn that comes in on the Nashville, Chattanooga & St. Louis or the Louisville & Nashville roads, we can not handle that at all, because the railroad has given the privilege to the
Hermitage Elevator, where the other sheller is, the

107 same as ours, they deliver that there free of charge,

I think, or possibly \$2 a car—something like that; I do not know just how that is, but if it goes to our sheller we have to pay 2½ cents a hundred on the Louisville & Nashville or the Nashville, Chattanooga & St. Louis Railroad and 2½ cents a hundred on the Tennessee Central, that is, from non-competitive points.

Mr. Henderson: Now, right there, Mr. Crutcher; is your sheller located on the same terminals as the Hermitage Elevator?

Mr. Crutcher: The same as the Hermitage, yes. Well, the sheller, of course, at the Hermitage Elevator can handle that corn over us at any time, because 5 cents a hundred puts us entirely out of competition, and we can not buy.

Mr. Henderson: Any grain that reaches Nashville from a competitive point via the Louisville & Nashville or the Nashville, Chattanooga & St. Louis would cost you 2½ cents to get it to your sheller and then 2½ cents to

get it back to the Louisville & Nashville or the Nashville, Chattanooga & St. Louis?

Mr. Crutcher: Yes.

108 Mr. Henderson: With the switching rate the same as the Hermitage Elevator enjoys, is there any reason why you could not get a fair share of that business?

Mr. Crutcher: Why, we should handle, I suppose, about as much as the Hermitage Elevator would handle, very nearly any way, so far as ear corn is concerned, husked corn.

Mr. Henderson: Well, in shipping corn out of Nashville to the southeast, you have to ship via the Tennessee Central?

Mr. Crutcher: Yes, sir; unless we dray it across.

Mr. Henderson: Dray it across or pay $2\frac{1}{2}$ cents a hundred, is that correct?

Mr. Crutcher: Yes. We lost two or three good customers in the southeast, where we sold a heap of stuff. They refused to take the feed over the Tennessee Central because it took about two or three days longer to get it there than over the Nashville, Chattanooga & St. Louis line. We could not afford to haul those cars across from our place to the Louisville & Nashville or Nashville, Chattanooga & St. Louis, and consequently we had to lose that business. We can not come in competition with other places where they feed and sell it in that way, and we just simply had to drop that kind of business; not doing any at all.

109 Mr. Henderson: Do the present rules on all the lines in your opinion operate to the disadvantage of the grain business in Nashville, or not?

Mr. Crutcher: I think it operated very much against the grain business in Nashville in a good many ways. Now, so far as we individually are concerned, we very often get cars coming in here that are routed all right, and everything, but they get off the road someway, the directions on the bill of lading is all right, perfectly all right, but they will divert it someway, somehow—the railroad people, which ones I don't know, of course—but when it comes down here the first thing we have to do to get that car of stuff we have got to go and get the bill of lading. They force us to do it. It is the only way they will do it. We have got to go and get the bill of lading and pay the freight, pay everything on it and leave a check in the bank, to get that car, and then carry it to the Louisville & Nashville, or the Nashville, Chattanooga & St. Louis and then he gives us a check back after

we pay the freight. We have got to pay the freight twice before we get it. In the first place, before we ever get to that, though, they have got to find out whether they are in fault or not—that is, the road—and if they
 110 are they will deliver it all right, or pay the drayage; they have done that a number of times for us, which is all right, but while that is going on—it may take them a week to find out whether they are in fault or we are in fault or the shipper is in fault—while that is going on the grain may have gone down 5 cents a bushel; that has happened several times.

Commissioner Meyer: I am not sure I understand just what you mean by saying you have to pay the freight twice.

Mr. Crutcher: If we have got a car of corn on the Louisville & Nashville, for instance, and the freight on that car from wherever it comes from is about \$50 or \$75, and it usually is about that amount, we have to go to the bank—they won't take our word for it—we have got to go to the bank and take up that bill of lading. In doing that we have got to pay the freight bill, we pay the whole amount, we carry that down to the Louisville & Nashville road and give them a check for the freight, then they give us back the other amount and then we take it out of the bank. In other words, we can not get the bill of lading out of the bank—shipper's order—that is something none of
 us can do. We have got to go and take that up and
 111 pay the whole thing off, and then we have got to go down there and show how the routing is and pay them the freight, and then they pay us back.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Crutcher, I just want to ask you about the Hermitage Elevator matter. Your track, your industry, is situated on the Tennessee Central tracks, is it not?

Mr. Crutcher: Yes, sir.

Mr. Jouett: And if I understand you, in the case of shipments of grain coming into Nashville over the Louisville & Nashville, the Tennessee Central will handle that grain from the point of interchange to the Hermitage Elevator, which is on the Tennessee Central line, is that right?

Mr. Crutcher: I think so; I think they will handle it to them; I don't know. I think there is an arrangement—now, I have heard; I don't know anything about that—that they do deliver grain to the Hermitage Elevator.

Mr. Jouett: That means that the Tennessee Central road does it?

Mr. Crutcher: I don't know about the Tennessee Central.

Mr. Jouett: You know the Louisville & Nashville
112 does not go over on the Tennessee Central with its engines?

Mr. Crutcher: Don't you deliver cars on the Louisville & Nashville road for \$2 a car?

Mr. Jouett: No, sir; the Louisville & Nashville road, as I understand it, only goes to the point of interchange. It can not go on the other road's tracks.

Mr. Crutcher: Well, if they should do that they would—the Tennessee Central will carry them on to the Hermitage Elevator.

Mr. Jouett: I want to get the transaction, if you understand it and know it and can tell us, what the transaction is in the case of a shipment going to the Hermitage Elevator coming in over the Louisville & Nashville; the Louisville & Nashville brings it to a point of interchange between the Louisville & Nashville and the Tennessee Central, and if I understand you, the Tennessee Central will then carry that car from the point of interchange to the Hermitage Elevator on its tracks.

Mr. Crutcher: Well, I am not here, you know, to tell about the Hermitage, because I am not familiar with it.

Mr. Jouett: I thought you were complaining of some differences between the arrangement at your plant
113 and the Hermitage plant.

Mr. Crutcher: Here is what I am talking about: While there is an arrangement, that it is discriminatory between us, and I will tell you why. Mr. Kerr handles quite a lot of corn in here, he buys it and it is sent to him from a good many places, and we buy it from a good many places, but I am just speaking of Mr. Kerr's corn now, and that is one thing we have had a great deal of trouble here this winter and last winter we had a great deal of trouble, but he will get a car of corn down there and if it comes from a competitive point we can not buy that corn from him because it costs us $2\frac{1}{2}$ cents to get it from Baxter Heights—that is where we usually get it—and then it costs us $2\frac{1}{2}$ cents to get it down to our place over the Tennessee Central.

Mr. Jouett: You mean you pay the Tennessee Central that additional amount?

Mr. Crutcher: Yes, sir; that is, 5 cents a hundred it costs us to get that corn down there when they will—the Louisville & Nashville and Nashville, Chattanooga &

St. Louis people will—I know that because I have had corn shelled at the Hermitage myself—they will deliver that corn to the Hermitage.

Mr. Jouett: You do not mean that the Louisville
114 & Nashville will deliver to the Hermitage themselves, do you?

Mr. Crutcher: I don't know how it gets there, but it gets there at a saving to us of $2\frac{1}{2}$ cents.

Mr. Jouett: Is it not a fact, Mr. Crutcher, that the Louisville & Nashville will deliver that corn to the point of interchange, and that it is then up to the Tennessee Central to say whether it will carry it to your plant or whether it will carry it to the Hermitage plant?

Mr. Crutcher: Well, you can get that corn—

Mr. Jouett: Well, in other words, I want to see if you are making any charge there against Louisville & Nashville or the Nashville, Chattanooga & St. Louis, and if so, what is the charge?

Mr. Crutcher: Well, my understanding is that they will carry the corn to the Hermitage and if it comes to our place it costs $2\frac{1}{2}$ cents.

Mr. Jouett: Whom do you pay it to?

Mr. Crutcher: We pay—if we get it down there we pay to the Tennessee Central.

Mr. Jouett: Then, the Louisville & Nashville is not dealing with you after it gets to the point of interchange?

Mr. Crutcher: Well, it costs us 5 cents a hundred,
115 the Louisville & Nashville charge follows the Tennessee Central charge, so we pay it all to the Tennessee Central.

Mr. Jouett: Well, the Louisville & Nashville delivers into Nashville? Now, don't you know that the Louisville & Nashville is glad to absorb the switching charge on any competitive business to any point on the Tennessee Central terminals that the Tennessee Central will take it to?

Mr. Crutcher: Well, they take it there, I suppose, where it comes in at Baxter Heights, but whenever this corn comes into Nashville, either shelled or ears, for that matter—we have lots of trouble on both—say, that corn is carried to an elevator or warehouse in South Nashville and it is placed there, and we want to buy a car of that corn, or a dozen, for that matter—whatever it may be—after that corn has been placed, we can not buy that corn unless we pay the Louisville & Nashville or the Nashville, Chattanooga & St. Louis people $2\frac{1}{2}$ cents a hundred, and when it comes to our road we have got to pay that same thing to get it into our house.

Mr. Jouett: That is not a question of switching, is it, that you pay from the elevator—

Mr. Crutcher: Isn't that a switching charge there, that 5 cents we have to pay?

116 Mr. Jouett: I do not so understand it. It may be; I do not clearly catch that proposition. Let me ask you a question and see whether you can answer this, and then we can get down to it step by step. Bearing in mind now, the case of a shipment of corn that comes from a competitive point destined to the Hermitage Elevator, and goes over the Louisville & Nashville line, do I or do I not understand you to say that when the Louisville & Nashville bring that up to the point of interchange that the Tennessee Central will take the car on to the Armitage Elevator? Will it or will it not?

Mr. Crutcher: I don't know what it does for the Hermitage, I am talking about ourselves; I am not running the Hermitage business, you know.

Mr. Jouett: Didn't you start out talking about discrimination in favor of the Hermitage Elevator?

Mr. Crutcher: I have only heard that from grain people; Mr. Kerr has always brought it up whenever he had a car that way; that he could not let us have the car on account of being able to get it into the Hermitage Elevator and could not get it around to us. I do not know a single thing about the arrangement; that is what I have heard.

117 Mr. Jouett: Let me get to another point. What you do complain of is when a car comes over the Louisville & Nashville destined to your elevator—have you an elevator?

Mr. Crutcher: I have a small elevator and a warehouse.

Mr. Jouett: Well, destined to your elevator, that the Louisville & Nashville bring it to the point of interchange but that the Tennessee Central will not carry it to your elevator, without charging you a local rate, is that right?

Mr. Crutcher: The Tennessee Central charges a local rate, of course.

Mr. Jouett: I mean the Tennessee Central.

Mr. Crutcher: Yes, sir.

Mr. Jouett: Well, you are making no complaint there of the Louisville & Nashville or the Nashville, Chattanooga & St. Louis? I am just trying to locate who you are complaining against.

Mr. Crutcher: Here is what I am trying to complain of, when a car comes in here, it don't make any difference what kind it is, when it comes on the Louisville & Nash-

ville or the Nashville, Chattanooga & St. Louis, I have a right to have that car placed anywhere I want it, Baxter Heights, or Walnut Street or anywhere else.

118 They will place that car there all right; there is no trouble about that— but when I bring that car from Baxter Heights down to my place there is a charge of $2\frac{1}{2}$ cents a hundred I have to pay, and that makes it higher on a car of stuff.

Mr. Jouett: You pay that to the Tennessee Central?

Mr. Crutcher: Here is the point I am trying to make right there: That gives us a world of trouble; that is, after the car has been placed in an elevator or warehouse on Walnut Street, or wherever it has been placed, if we want to buy that car and be able to buy that car of stuff and put it on the Louisville & Nashville road or the Nashville, Chattanooga & St. Louis road we have got to pay a $2\frac{1}{2}$ -cent rate then to get that to Baxter Heights, then we have got to pay $2\frac{1}{2}$ cents to get it down to our place, which is 5 cents, and that, you know, is unreasonable.

Mr. Jouett: Who do you buy from?

Mr. Crutcher: We buy from people from here and from Canada—I don't know; lots of them.

Mr. Jouett: You spoke of a car properly brought to a place on the Louisville & Nashville, now, you say you want to buy that car at that price on the Louisville & Nashville and require it to be handled over on

119 to the Tennessee Central and you object to paying the local rate for it. Now, tell me this, Mr. Crutcher; don't you know that that movement is not a part of the transportation movement, that that is merely a movement within the city and that none of the railroads do that?

Mr. Crutcher: I don't know what the railroads do or do not. I am not in the railroad business. I know this, I know that when that car is charged $2\frac{1}{2}$ cents from one railroad over here and $2\frac{1}{2}$ from another right around over here, which was five cents a hundred, when we can go to Pensacola, Florida, for instance—

Mr. Jouett: Yes, sir.

Mr. Crutcher: I believe it is, for 12 cents a hundred, I know that is unreasonable.

Mr. Jouett: Well, you do know, do you not, that that is not a switching service at all, that that is not in connection with a transportation haul that is involved in this proceeding today as to what shall be the switching service at the beginning or at the end of a transportation haul, but what you are complaining of is a rate that is

too high as you claim it, for draying service performed by railroads from a point on one railroad in the City of Nashville to a point on another railroad in the City of Nashville; is that right?

120 Mr. Crutcher: I am complaining of how much it costs me to get this stuff across the city.

Mr. Jouett: From one point in the city to another point in the city.

Mr. Crutcher: From one point to our point and from our point to another point.

Mr. Jouett: Without regard to the transportation haul, it has lost its identity when it gets into some place here? That is all.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Crutcher, is it not a fact that a car of corn moving into Nashville from a competitive point, we will say Cairo, Illinois—if it reaches Nashville via the Louisville & Nashville or the Nashville, Chattanooga & St. Louis, how much does it cost you to get it from Baxter Heights to your warehouse?

Mr. Crutcher: That would cost us $2\frac{1}{2}$ cents a hundred.

Mr. Henderson: $2\frac{1}{2}$ cents a hundred?

Now, what would it cost you when you got ready to re-ship that car and wanted to reship it to a competitive point south via the Louisville & Nashville or the Nashville, Chattanooga & St. Louis? How much would it cost to get it back to them?

121 Mr. Crutcher: Cost $2\frac{1}{2}$ cents per hundred.

Mr. Henderson: Is any part of that $2\frac{1}{2}$ cents in either direction absorbed or refunded to you by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis Railroads?

Mr. Crutcher: It is not, no, sir; because we did not do that reshipping on milling in transit; we stopped that a year and a half ago. It cost us more than it came to.

Mr. Henderson: None of this switching in either direction is absorbed or refunded to you?

Mr. Crutcher: No, sir.

Mr. Henderson: You pay it all?

Mr. Crutcher: We pay it all.

Mr. Henderson: That is all.

RE-CROSS EXAMINATION.

Mr. Jouett: One question I did not ask you. You spoke of the Hermitage matter; then you also spoke of the difference in the service over the Tennessee Central

and the Louisville & Nashville. I want to ask you just a moment about that. What was your statement with reference to some shipments that went out over the line of the Tennessee Central, the line upon which you
 122 are located to competitive points that could be reached by the Louisville & Nashville and which you said you preferred to send via the Louisville & Nashville.

Mr. Crutcher: I did not say I preferred it, I said my shippers preferred it.

Mr. Jouett: Your shippers preferred it?

Mr. Crutcher: And would not accept it via any other way than via the Louisville & Nashville or Nashville, Chattanooga St. Louis. I did not specify the routing.

Mr. Jouett: Is not this, then, the substance of your complaint, that you are located on the Tennessee Central, and in some instances, why, shipments are made from competitive points, that is, points that could be reached by the Louisville & Nashville as well as the Tennessee Central, and you want the privilege of making the Tennessee Central give up its line-haul to that point and push that car from your industry on its tracks over to the Louisville & Nashville, and give the entire line-haul to the Louisville & Nashville to that competitive point, is that not right?

Mr. Crutcher: No, sir; you have the wrong idea there. I did not mean to get that into your head at all.

What I mean, I do not want a railroad to do any-
 123 thing, or anybody else, to do anything for me for nothing, but whenever it comes—I feel like we ought to have a reasonable rate around here in the city to switch these cars, and to take it on a reasonable amount and not to charge us $2\frac{1}{2}$ cents this way and $2\frac{1}{2}$ the other way, and sometimes even the rate was higher than that.

Mr. Jouett: Well, is not this your complaint: That with reference to this last matter about which I am asking you, that you want reciprocal switching in Nashville, so that by paying a \$3 switching charge to the Tennessee Central or letting the Louisville & Nashville absorb it, that you can have the Tennessee Central move your car from your industry to the point of interchange with the Louisville & Nashville and let the Louisville & Nashville carry out the line haul, the transportation haul, to competitive points, instead of you shipping it straight over the Tennessee Central to that competitive point, simply because you say the man at the other end complains that it takes two or three days longer to get it via the Tennessee Central; is not that what you are after?

Mr. Crutcher: You have not got it just exactly, I don't think, or I did not understand you, one, I don't know which.

124 Mr. Jouett: Will you please explain it, then?

Mr. Crutcher: I will explain it the best I can.

Mr. Jouett: All right.

Mr. Crutcher: I had a customer in Savannah, Georgia, and I had another one—

Mr. Jouett: Let us take the one at Savannah, Georgia.

Mr. Crutcher: The Savannah, Georgia, man wrote me a number of letters and he said "I notice when my shipments come in over the Nashville, Chattanooga & St. Louis road they get here one or two days sooner." He would run along until he ran clear out of feed, and then he would write "Ship this today, if you can." The only way we could get that car of stuff out then, was to dray it across to the Nashville, Chattanooga & St. Louis.

Mr. Jouett: Yes.

Mr. Crutcher: Because that man did not want it over the Tennessee Central; it had to take a route over through the Carolinas or somewhere else, before it got there, and took two or three days longer.

Mr. Jouett: He wrote us about it several times, and finally he wrote us, "I will just have to quit handling your stuff" I can not handle it via the Tennessee Central."

125 When you are meeting competition in the south or any other country, you can not afford to dray your stuff across the town. It costs money, and when you go to pay that charge around there to get there, it still costs money, and when you do that you knock Nashville out of competition with St. Louis and a number of other places where feeds are made and sold into the southeast, and it is the same way with grain.

Mr. Jouett: Well, getting back to my original proposition, then, is not this what you want: A rule that will make the Tennessee Central, on which you are located, switch that over to the Louisville & Nashville at Nashville so that the Louisville & Nashville can take it to Savannah?

Mr. Crutcher: You word it that way and I want it another. We do not want the Tennessee Central, or the Nashville, Chattanooga or the Louisville & Nashville Railroads to do anything, but here is what I feel like they ought to be made to do.

Mr. Jouett: What is it that they ought to be made to do?

Mr. Crutcher: That is, to handle these cars from one road to another, either way, at a reasonable charge. Not for nothing; we do not mind paying a reasonable price, but when the stuff comes along there and you shift
 126 a car just a few hundred yards across from one road to the other, why, it depends upon the origin and everything, and what that is, as to how it costs. It will cost us there from \$5 maybe up to \$25, and that is unreasonable to pull a car maybe for a mile or two miles.

Mr. Jouett: Mr. Crutcher, you are getting off of the proposition we were discussing. I just want to ask you definitely about the Savannah proposition, and then I am done.

Commissioner Meyer: If we can not get through with it before recess—

Mr. Jouett: Just one question, if that is agreeable, or I will adjourn.

Commissioner Meyer: Ask the question and get through with this witness, if possible.

Mr. Crutcher: I have got to get back to work.

Mr. Jouett: What you think they ought to be made to do is to charge a switching charge here in the city of Nashville to move the property, in your instance, the Savannah—for the Tennessee Central to move that car from your industry over to the Louisville & Nashville point of interchange, so that the Louisville & Nashville or Nashville, Chattanooga & St. Louis can take the
 127 car on to Savannah. Is not that what you want?

Mr. Crutcher: At a reasonable charge.

Mr. Jouett: At a reasonable charge?

Mr. Crutcher: Yes.

Mr. Jouett: You say a switching charge?

Mr. Crutcher: Yes.

Mr. Jouett: You mean a switching charge, don't you, whatever that is?

Mr. Crutcher: Yes; a switching charge, whatever that is.

Mr. Jouett: Well, a charge of \$3; is that or not reasonable?

Mr. Crutcher: The charge is \$3.

Mr. Jouett: What do you think of that as reasonable?

Mr. Crutcher: The charge of \$3 on—

Mr. Jouett: Non-competitive.

Mr. Crutcher: On a 30,000-pound car; if the car is heavier it is more than \$3.

Mr. Jouett: I am talking about non-competitive; it is \$3 is it not?

Mr. Crutcher: I think so.

Mr. Jouett: Do you or not, think that is a reasonable charge?

128 Mr. Crutcher: We don't complain of the \$3; that is not what we are kicking about.

Mr. Jouett: Have you ever heard of anybody in Nashville complaining of \$3 as being an unreasonable switching charge?

Mr. Crutcher: I did not get that.

Mr. Jouett: I asked you if you ever heard of anybody in Nashville complaining of \$3 as being an unreasonable switching charge?

Mr. Crutcher: I don't know that I have heard that complaint or any complaint of it. The \$3 is not very much, and we do not object so far as McLemore-Crutcher is concerned, we do not object to paying \$3, but we have had a number of cases where we could not get it around there for \$3 by a lot.

Mr. Jouett: Assuming the charge of \$3, what you want is that the Tennessee Central shall be required by an order that is being asked of the Commission, that it will be required to switch your car over to the Louisville & Nashville so the Louisville & Nashville can convey it to Savannah. Is that what you want?

Mr. Crutcher: Yes, sir; that is what I want so far as the Tennessee Central is concerned.

129 Mr. Jouett: Do you think the effect of that is—

Mr. Crutcher: And we want then to have the Louisville & Nashville and the Nashville, Chattanooga & St. Louis road to be required to set our cars and transfer them over there for \$3.

Mr. Jouett: For each other?

Mr. Crutcher: Yes, sir; we do not want to just make the Tennessee Central to do something, but want the other fellows to do the same as the Tennessee Central.

Mr. Jouett: Is it not a fact that because you happen to live—

Mr. Crutcher: No, but you say the other way. The Louisville & Nashville and the Nashville, Chattanooga & St. Louis give us more trouble than the Tennessee Central.

Mr. Jouett: Is it not a fact, Mr. Crutcher, that as you happen to live on the Tennessee Central that your complaint is altogether against the Tennessee Central?

Mr. Crutcher: No, sir.

Mr. Jouett: As to switching?

Mr. Crutcher: No, sir.

Mr. Jouett: Have you a single case where—

Mr. Crutcher: I just told you about the numbers
and numbers of cars of ear corn, and the numbers
130 and numbers of cars of oats and shelled corn that
have been coming, and we have had to bring them
over the Louisville & Nashville and the Nashville, Chat-
tanooga & St. Louis?

Mr. Jouett: That is where you take a car over the
Louisville & Nashville into Nashville—

Mr. Crutcher: So what few cars we have to go out to
Savannah and other places in the southeast, that does
not cut much figure; we do not care much about that and
those few cars we do ship; we are cut out of that because
they want us to keep a bookkeeper to keep track of every-
thing and we quit that.

Mr. Jouett: Just one thing, now, as to the switching
charge, you say that does not amount to much?

Mr. Crutcher: No, sir.

Mr. Jouett: You want the Tennessee Central to give
us its line haul and turn this business over to the Louis-
ville & Nashville and the Tennessee Central get a \$3
switching charge and the Louisville & Nashville get the
line-haul?

Mr. Crutcher: No, we do not want the Tennessee
Central to do that; we want the Louisville & Nashville
and the Nashville, Chattanooga & St. Louis people to do
that; we have no trouble on earth with the Tennessee
Central.

Mr. Jouett: Are you not asking right there, and
131 I would like to keep the two separate; let us con-
fine ourselves to the Savannah question. Are you
not asking relief against the Tennessee Central, or are
you not asking this Commission to require the Tennessee
Central to switch that car from your industry on the Ten-
nessee Central track over to the Louisville & Nashville
so the Louisville & Nashville can carry it?

Mr. Crutcher: No, sir; I am not.

Mr. Jouett: Then, how in the world do you expect
to get that service to Savannah by way of the Louisville
& Nashville unless the Tennessee Central will take it to
the Louisville & Nashville?

Mr. Crutcher: If the Tennessee Central will not take
it around there, we will dray it across; as I said, we have
very little of that.

Mr. Jouett: You are asking to be relieved of that
draying by asking that the Tennessee Central be required
to do it, are you not?

Mr. Crutcher: No, at a reasonable charge.

Mr. Jouett: Say \$3?

Mr. Crutcher: \$3 a car, we would not object to that. I have told you that a time or two; we don't object to paying \$3 a car for switching, let the car be 30,000
132 or 60,000 pounds.

Mr. Jouett: Do you or not now say that what you are now claiming is that the Tennessee Central ought to be required to switch that car over to the Louisville & Nashville point of interchange with the—

Mr. Crutcher: Haven't I told you two or three times that I do not and we propose a reasonable charge.

Mr. Jouett: You say \$3?

Mr. Crutcher: Why do you keep asking me that?

Mr. Jouett: I am not trying to catch you and not trying to annoy you, but you do not seem to understand my question.

Mr. Crutcher: Yes I do.

Mr. Jouett: But seem to get away from it. Here is what I am asking, if you will just listen closely to the question, you can see whether or not that is what you are complaining of, then I will pass on to another matter.

You say the switching charge ought to be \$3, do you not?

Mr. Crutcher: Yes, sir.

Mr. Jouett: Then, is not this what you are asking of the Commission: That the Tennessee Central be required to switch that car that is going to Savannah from
133 your industry to the point of interchange with the Louisville & Nashville in order that the Louisville & Nashville may carry it on to Savannah, and to switch it for \$3, or whatever the switching charge would be? In other words, you are asking there relief against the Tennessee Central, your own road.

Mr. Crutcher: That is a part of what I am asking. We propose to pay \$3 a car.

Mr. Jouett: All right.

Mr. Crutcher: We do not object to that on the Tennessee Central.

Mr. Jouett: All right.

Mr. Crutcher: Now, take up the Louisville & Nashville and the Nashville, Chattanooga & St. Louis; they are the ones that cause the trouble.

Mr. Jouett: I will take that up.

Mr. Crutcher: And you be just as careful now about talking about the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, as you were of the Tennessee Central.

Mr. Jouett: I will.

Mr. Crutcher: I don't know whether you will or not.

Mr. Jouett: Now, what you have been talking about,

Mr. Crutcher, so far, has been a transportation
134 haul at one end, on which is a switching service,
is that not right, namely, the Savannah haul and
the switching service in Nashville?

Mr. Crutcher: You have left Savannah now, just
talk about the Louisville & Nashville and the Nashville,
Chattanooga & St. Louis Terminal.

Mr. Jouett: If that is not connected otherwise with
a transportation haul to or from Nashville, but is a mat-
ter of service between points in Nashville, you want the
car taken from a point in Nashville on the Louisville &
Nashville to a point over here on the Tennessee Central
at your place at a reasonable charge?

Mr. Crutcher: I do; yes, sir.

Mr. Jouett: Now do you or not understand that that
is not considered a switching service, because it is not
connected with a transportation haul, but that is merely
a matter of service within the terminals, which is not
embraced in this complaint at all.

Mr. Crutcher: I do not know whether it is embraced
in this complaint at all or not, but I know it should be
in some way, because it gives us a heap of trouble over
here on the Tennessee Central.

Mr. Jouett: Well, that is a great big question
135 and I won't discuss it with you.

Commissioner Meyer: Are you through, Mr.
Jouett?

Mr. Jouett: That is all with this witness.

Mr. Henderson: That is all.

(Witness excused.)

Commissioner Meyer: We will take a recess until
2:15, and we will sit this afternoon until five o'clock and
this evening from 7:30 until ten.

Whereupon at 12:45 o'clock P. M. a recess was taken
until 2:15 o'clock.

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AFTER RECESS.

2:15 o'clock P. M.

Mr. Henderson: Mr. Corbitt, will you be sworn,
please?

J. H. CORBITT was called as a witness, and having
been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Corbitt, what is your residence and occupation?

Mr. Corbitt: Residence, Nashville; secretary and treasurer of the W. T. Young Bridge Company.

Mr. Henderson: How long have you been in the bridge business at Nashville and on what terminal tracks has your factory or works been located during that time?

Mr. Corbitt: I have been connected with the Young Bridge Company since the first of June, 1913. The company, of course, did business a good many years previous to my connection with them.

Mr. Henderson: What tracks are you located on?

Mr. Corbitt: Located on the Nashville Terminals; that is, the Louisville & Nashville and Nashville, Chattanooga & St. Louis.

137 Mr. Henderson: That is East Nashville?

Mr. Corbitt: East Nashville; between the Sparkman Street bridge and the river, we call it.

Mr. Henderson: Are you familiar with the rules of the Tennessee Central, the Louisville & Nashville, and the Nashville, Chattanooga & St. Louis regarding your bridge iron and various articles you handle?

Mr. Corbitt: I am, in a general way.

Mr. Henderson: Have these rules at any time caused you any great loss of business or loss of money or in any wise inconvenienced you in the conduct of your business?

Mr. Corbitt: They have caused some inconvenience, some loss of money, in that we had to pay freight charges on the basis they assessed the freight from a competitive point. In one instance, of two or three cars, in particular.

Mr. Henderson: Have you the dates of those cars and the points from which they moved?

Mr. Corbitt: Yes, sir; 2 I. C. cars shipped from Greenwood, Mississippi, June 13, 1913, shipped by our foreman, containing scrap iron and contractor's outfit consigned to ourselves at Nashville. Those cars should

have been delivered to the Nashville, Chattanooga
138 & St. Louis at Jackson, Tennessee, and instead the Illinois Central delivered the cars to the Tennessee

Central, and as the result, on arrival at Nashville we had to pay switching charges on the basis of 3 cents per hundred pounds on the scrap iron and 6 cents per hundred pounds on the contractor's outfit, making a sum of \$9.66 and \$14.40 respectively switching charges paid to have the cars delivered at the plant located on the Louisville & Nashville Terminal Company's tracks.

Mr. Henderson: Do you know how far it is from Baxter Heights, the point of connection of the Louisville & Nashville and Tennessee Central, to your plant in East Nashville?

Mr. Corbitt: Not exactly, but approximately I should say not to exceed 4 miles, on the basis of 3 miles from Baxter Heights to East Nashville, the breaking-up yard, and about a mile from the East Nashville yard down the spur track to our plant.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Did you pay this local rate for handling the cars at Nashville yourself?

Mr. Corbitt: Yes, sir.

139 Mr. Jouett: Was it paid back to you by anybody?

Mr. Corbitt: It has not yet.

Mr. Jouett: Have you made application for it?

Mr. Corbitt: I have a claim with the Illinois Central road, but it has not been allowed yet.

Mr. Jouett: Well, you know it will be, do you not?

Mr. Corbitt: I don't know. They have declined it once and I have called their attention to the instructions in the rulings, and notified them that unless it was allowed we would institute the necessary proceedings to collect.

Mr. Jouett: In that case, the car was diverted, or rather was not brought in according to your routing instructions?

Mr. Corbitt: It should have been delivered to the Nashville, Chattanooga & St. Louis at Jackson, in order to make delivery to our plant.

Mr. Jouett: That is just a plain case of where the carriers or somebody on the other line failed to route it correctly, and, therefore failed to route it over the Nashville, Chattanooga & St. Louis?

Mr. Corbitt: The agent of the Yazoo & Mississippi Valley, which of course is a subsidiary of the Illinois Central, admits his oversight, and even on that the
140 Illinois Central has thus far declined to entertain the claim.

Mr. Jouett: Now, how many cars a year do you handle, Mr. Corbitt?

Mr. Corbitt: We receive in, I should say, approximately anywhere from a thousand to 2,500 tons of steel, averaging 30 tons to the car, and we ship out practically the entire amount of incoming freight after fabricating it.

Mr. Jouett: How long have you been in business?

Mr. Corbitt: We have been in business at the present location and under the present corporation for a period of 10 years.

Mr. Jouett: And in this one instance, the one you mention, you have not lost anything if the Illinois Central pays this claim?

Mr. Corbitt: Well, we have not—during my connection with the company that is the only instance that has actually occurred, for the reason that we are always careful to specify the routing.

Mr. Jouett: And when you do it comes over the Louisville & Nashville or the Nashville, Chattanooga & St. Louis to your industry?

Mr. Corbitt: Yes, sir.

Mr. Jouett: They give you good service, do they not?

141 Mr. Corbitt: Yes, sir.

Mr. Jouett: You are perfectly willing and would prefer to have it over the Nashville, Chattanooga & St. Louis, would you not?

Mr. Corbitt: Well, for obvious reasons we want our shipments to come over the Nashville, Chattanooga & St. Louis.

Mr. Jouett: You are located on that line?

Mr. Corbitt: For the reason that we are located on their line; we could do business, though, in getting steel from the East, from Pittsburgh, if located on the Tennessee Central, just as well, but since we are not, it is more to our advantage to have the shipments routed over the Nashville, Chattanooga & St. Louis or the Louisville & Nashville.

Mr. Jouett: That is all, sir.

(Witness excused.)

142 R. H. McCLELLAND was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. McClelland, what is your residence and occupation?

Mr. McClelland: Nashville; occupation grain merchant.

Mr. Henderson: What is the name of your firm?

Mr. McClelland: J. H. Wilkes & Company.

Mr. Henderson: You are an officer of that company?

Mr. McClelland: Yes, sir.

Mr. Henderson: Where is your warehouse or elevator located?

Mr. McClelland: You mean on what tracks?

Mr. Henderson: On what terminal tracks?

Mr. McClelland: Louisville & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Henderson: Are you familiar with the rules of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis and the Tennessee Central governing the switching of grain and grain products at Nashville?

Mr. McClelland: Yes; reasonably so; I do not do any business with the Tennessee Central.

143 Mr. Henderson: Is it not a fact that the Louisville & Nashville and Nashville, Chattanooga & St. Louis charge you, or would charge you, a switching rate of 2½ cents per hundred pounds on grain reaching Nashville via the Tennessee Central Railroad from a competitive point?

Mr. McClelland: Well, I do not know. I have never had occasion to have any moved. I understand that is the rate.

Mr. Henderson: You are not familiar with the tariff?

Mr. McClelland: No.

Mr. Henderson: Have you at any time been inconvenienced on account of the switching rules in effect at Nashville?

Mr. McClelland: Oh yes; frequently.

Mr. Henderson: Have you any specific case that you can cite where these rules have inconvenienced you or cost you any money or loss of business or otherwise?

Mr. McClelland: Well, a few days ago I bought a car of buckwheat from the Hermitage Elevator, and had to have it sacked and moved to a switch near our plant and then had to haul it from the plant to our elevator. That was cheaper than to pay the terminal charge or switching charge.

Mr. Henderson: That also cost you the price of 144 the sacks and the drayage?

Mr. McClelland: No; the sacks are worth what I paid for them, except that I had to buy new sacks. That should hardly be counted a part of the cost, because the bags are of some value.

Mr. Henderson: Have you had any occasion to try to buy any grain products in Nashville which reached here from competitive points and arrived via the Tennessee Central?

Mr. McClelland: No; I never tried to buy them, because I knew I could not handle them; but I did, in De-

cember of last year—C. U. Snyder & Company of Chicago wired me to know if I could handle two cars of malt sprouts—

Mr. Jouett (interrupting): Two cars of what?

Mr. McClelland: Malt sprouts, used for dairy feed; they had in some way reached here by the Tennessee Central Railroad, and I, of course, did not handle them, and I so wired them, that our plant was not accessible to the Tennessee Central tracks, and I could not handle them to advantage, and I have a letter from them here—

Mr. Jouett (interrupting): I object to the introduction of the letter, unless it is—

Mr. Henderson (interrupting): Is that letter addressed to J. H. Wilkes & Company?

145 Mr. McClelland: J. H. Wilkes & Company, yes, sir.

Mr. Henderson: Does it show final disposition which Mr. Snyder made of those malt sprouts?

Mr. McClelland: Yes, sir; he disposed of them to a party here in Nashville, and had them hauled across the city.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. McClelland, you have cited two instances, and only two; that is the transaction with reference to the Hermitage Elevator and with reference to these malt sprouts. Now, as to the Hermitage Elevator transaction, if I understand you, what you wanted there was a car to be moved from that elevator on the Tennessee Central over to your industry on the Nashville, Chattanooga & St. Louis in Nashville, is that right?

Mr. McClelland: Well, in a measure, yes; all I wanted was the wheat.

Mr. Jouett: I say, you wanted to buy some wheat over on that elevator, and wanted—

Mr. McClelland (interrupting): To get it to our plant, yes, sir.

Mr. Jouett: And wanted these railroads here to
146 transport it for you to another point in Nashville; that is right, is it not? It had nothing to do with the transportation at all; that wheat was not shipped to you from some point outside of Nashville, some other city, was it?

Mr. McClelland: No.

Mr. Jouett: It was just simply a matter of your wanting them to do that drayage service in the city, and they declined to do it?

Mr. McClelland: No, the grain came here consigned to another man.

Mr. Jouett: I say, it had nothing to do with you?

Mr. McClelland: So far as I am individually concerned, no.

Mr. Jouett: You wanted to buy that grain at that elevator and move it to your place?

Mr. McClelland: And I bought it on that basis; the owner of the wheat suffered, because I had to ship it out on a flat billing.

Mr. Jouett: I know, but the only transaction that you testified about, or that is here involved, is that transaction of handling that from the elevator to your place, equivalent to a drayage service in the city, and you thought that that charge was too high for that,
147 is that correct? Or did they refuse to do it entirely?

Mr. McClelland: I did not ask them to.

Mr. Jouett: Now, the other transaction, if I understand you, was a case where somebody in Chicago had sent two cars of malt sprouts south, or somewhere else, and they had turned up on the Tennessee Central tracks here at Nashville?

Mr. McClelland: That is right.

Mr. Jouett: And what they wanted to do was to sell you those sprouts here in Nashville, and what you wanted was for the railroads to dray them across the city, or do the drayage service by bringing them from the Tennessee Central tracks to your place on the Nashville, Chattanooga & St. Louis tracks, is that correct?

Mr. McClelland: Well, I would not put it exactly that way. I did not want them to do it, because I was not interested and I knew it could not be done, and I did not—

Mr. Jouett (interrupting): That is the case you were telling Mr. Henderson about, where you were put to inconvenience—

Mr. McClelland (interrupting): No; the shipper of the malt sprouts. I could have used the malt
148 sprouts at a price.

Mr. Jouett: Whom do you mean by the shipper? The original owner who shipped them here?

Mr. McClelland: Yes, sir.

Mr. Jouett: But he did not ship them to you?

Mr. McClelland: No, sir.

Mr. Jouett: He shipped them to somebody else; at any rate, they got on the Tennessee Central tracks?

Mr. McClelland: They were consigned to his broker here.

Mr. Jouett: They were consigned to a broker here and landed in the Tennessee Central yards. Now, as a separate transaction, what he wanted you to do was to sell you those sprouts here in Nashville and have these railroads bring them across the city without any transportation charge?

Mr. McClelland: Yes, sir.

Mr. Jouett: That is right, is it not?

Mr. McClelland: Yes, sir.

Mr. Jouett: How long have you been in this business, Mr. McClelland?

Mr. McClelland: 8 years.

Mr. Jouett: And how many cars do you handle in and out during a year?

149 Mr. McClelland: About 1,500, I guess.

Mr. Jouett: 1,500 a year?

Mr. McClelland: Well, close to it, yes.

Mr. Jouett: Well, your service is entirely satisfactory, the Louisville & Nashville and Nashville, Chattanooga & St. Louis, I guess, is it?

Mr. McClelland: Yes, sir.

Mr. Jouett: Now, out of that 12,000 cars—

Mr. McClelland (interrupting): No; 1,200.

Mr. Jouett: 1,200 I mean—did not you say 1,500 a year?

Mr. McClelland: Between 12 and 15 hundred a year.

Mr. Jouett: Well, in eight years how much would that make?

Mr. McClelland: Oh; I thought you meant 12,000 a year. Yes, 12,000 cars.

Mr. Jouett: You have had no trouble?

Mr. McClelland: What? We have had no trouble?

Mr. Jouett: Yes; have you had any trouble?

Mr. McClelland: No; I guess not.

RE-DIRECT EXAMINATION.

Mr. Henderson: The reason you have not had any trouble is that you have been careful to route your business to arrive over the Louisville & Nashville and
150 Nashville, Chattanooga & St. Louis?

Mr. McClelland: Yes, and when a car comes here via the Tennessee Central I refuse it; I do not have anything to do with it.

Mr. Henderson: Now, this car that you bought of the Hermitage Elevator, that you had to have sacked and weighed, if you had bought that wheat from an elevator

on the Louisville & Nashville or the Nashville, Chattanooga & St. Louis terminals what would it have cost you to get that to your terminals on the Nashville, Chattanooga & St. Louis?

Mr. McClelland: 1 cent per hundred pounds.

Mr. Henderson: 1 cent per hundred pounds. If that was reshipped would that 1 cent a hundred be refunded to you or not?

Mr. McClelland: Yes, sir.

Mr. Henderson: Then, if you had bought it on the Louisville & Nashville or Nashville, Chattanooga & St. Louis terminals it would not have cost you anything to get it over to your rails?

Mr. McClelland: No, sir.

Mr. Henderson: That is all.

Mr. Jouett: That is all.

(Witness excused.)

151 Mr. Henderson: Call Mr. Sain.

F. E. SAIN was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Sain, what is your residence and occupation?

Mr. Sain: Nashville; traffic manager of the John D. Ransom & Company.

Mr. Henderson: What is the nature of the John D. Ransom & Company's business?

Mr. Sain: Lumber business.

Mr. Henderson: Where is your principal mill and yard located?

Mr. Sain: The main yard is at Durham Street, Northeast Nashville, on the Nashville, Chattanooga & St. Louis Railroad.

Mr. Henderson: Do you have the service of three of the railroads into your yard?

Mr. Sain: Yes, sir.

Mr. Henderson: Have you any other yard in any
152 other part of the town where you have the service of only one?

Mr. Sain: Yes, sir; at West Nashville; at West Nashville yards we have only the Nashville terminals of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central, the Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the switching of lumber at Nashville?

Mr. Sain: Yes, sir.

Mr. Henderson: Have these rules at any time caused you any loss of business or loss of profit or otherwise inconvenienced you in the conduct of your business?

Mr. Sain: They have inconvenienced us slightly.

Mr. Henderson: Now in just what respect?

Mr. Sain: Well, we had to build a box chute to our factory to get over the Tennessee Central in order to eliminate the 3 cents per hundred switching charge or terminal charge in order to make Illinois Central delivery on consignments to Louisville, Kentucky.

Mr. Henderson: Now, was that necessary for the reason that the Louisville & Nashville will not switch to the Tennessee Central here except at a rate of 8 cents, and the further fact that in Louisville the Louis-
153 ville & Nashville and Illinois Central will not switch for each other there?

Mr. Sain: Yes, sir.

Mr. Henderson: The only way you could get Illinois Central delivery in Louisville was to build this chute and go to that extra expense in getting to the Tennessee Central tracks?

Mr. Sain: That is right, yes, sir.

Mr. Henderson: Now, you know the approximate distance of Baxter Heights to your main yard?

Mr. Sain: It is about a mile.

Mr. Henderson: That is, via the Tennessee Central, is it?

Mr. Sain: Yes, sir.

Mr. Henderson: Is your yard nearer to Baxter Heights than the Hermitage Elevator is to Baxter Heights?

Mr. Sain: Yes, sir; it is about—I should say about three-quarters of a mile nearer.

Mr. Henderson: Do you know any reason why the Tennessee Central should charge you 3 cents per hundred pounds on competitive traffic and \$3.00 per car on non-competitive traffic to switch lumber from Baxter Heights to your main yard?

Mr. Sain: No, sir.

Mr. Henderson: And switch non-competitive as well as competitive grain to the Hermitage Elevator
154 at the rate of \$2.00 a car?

Mr. Sain: No, sir.

Mr. Henderson: Has it ever happened in your business that a shortage of cars would occur on one line on which you are located and the other line had a surplus

of cars which you were prevented from using on account of the switching rules?

Mr. Sain: We have never had much trouble on our main plant, but at West Nashville we have at times had a little trouble on account of our West Nashville plants being located on the Nashville Terminals only. We have been able to secure cars from the Tennessee Central when we could not get them from the Nashville, Chattanooga & St. Louis or the Louisville & Nashville.

Mr. Henderson: So far as your West Nashville yard is concerned, then, that has happened?

Mr. Sain: Yes, sir.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Sain, you say that you suffered slight inconvenience?

Mr. Sain: Yes, sir.

Mr. Jouett: Now, are you referring to the industry that is served by all of the railroads or to that served only by the Louisville & Nashville and the Nashville, Chattanooga & St. Louis?

Mr. Sain: Just to our plant at West Nashville.

Mr. Jouett: You are speaking then only of your plant at West Nashville?

Mr. Sain: Yes, sir.

Mr. Jouett: Now, Mr. Henderson asked you if you could imagine any reason why the Tennessee Central should be willing to switch your non-competitive business at \$3.00 a car, and yet upon competitive business would charge you 3 cents per hundred pounds—

Mr. Henderson (interrupting): That is not the question.

Mr. Sain: That is not the question.

Mr. Jouett: What was the question, Mr. Henderson? I misunderstood you. Will you repeat that question?

Mr. Henderson: Suppose you read the question, Mr. Reporter.

(Question read by the Reporter.)

Mr. Jouett: Well, I did not catch the question. We do not know what the conditions are with reference to those grain shipments to the Hermitage Elevator?

Mr. Sain: No, sir; the only thing I know is that we are nearer than the Hermitage Elevator, we are nearer to Baxter Heights than the Hermitage Elevator, and I see no reason why they should not switch our cars on the same basis.

Mr. Jouett: Now, tell the Commissioner what switching movement you referred to when you spoke of switch-

ing your cars by the Tennessee Central. Your industry, if I understand it, is located on the Louisville & Nashville?

Mr. Sain: Louisville & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Jouett: Louisville & Nashville and Nashville, Chattanooga & St. Louis?

Mr. Sain: Yes, sir.

Mr. Jouett: You understand that those two roads have each full trackage rights over all of their joint lines, do you not?

Mr. Sain: Yes, sir.

Mr. Jouett: Very well; now, assuming your industry to be located there, what is the movement that you referred to of the Tennessee Central as to which they charge you \$3.00—

Mr. Henderson (interrupting): Pardon me one moment; I think you misunderstood him; he has tracks of all three lines into his yard.

Mr. Jouett: Yes, sir.

Mr. Henderson: Tennessee Central, Louisville
157 & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Jouett: Yes, sir.

Mr. Henderson: And the switch movement was from Baxter Heights via the Tennessee Central.

Mr. Jouett: I thought he was talking about the other plant. Were you not talking about the other plant?

Mr. Sain: I was talking about the main plant.

Mr. Jouett: You are talking about the main plant?

Mr. Sain: Yes, sir.

Mr. Jouett: Where you are served by all three lines?

Mr. Sain: Where we are served by all three lines.

Mr. Jouett: Now, what is the switching where you refer to \$3.00?

Mr. Sain: They did charge us 3 cents per hundred pounds for switching service.

Mr. Jouett: For what service? Switching cars from where to where?

Mr. Sain: Switching cars from Baxter Heights down to our factory, our box factory.

Mr. Jouett: That is, where a car would come in over the Tennessee Central?

Mr. Sain: Yes, sir.

Mr. Jouett: And was coming to your plant on
158 the Nashville, Chattanooga & St. Louis?

Mr. Sain: Yes, sir; that is correct.

Mr. Jouett: And the Tennessee Central would charge \$3.00 to bring it to you?

Mr. Sain: No, sir; the Nashville Terminal Company would charge \$3.00 a car for placing that car.

Mr. Jouett: You said a while ago the Tennessee Central was charging that.

Mr. Sain: I was just mistaken.

Mr. Jouett: That is what I want to get straightened out. The Nashville, Chattanooga & St. Louis, then, you say, charges you \$3.00 for bringing that car from the point of interchange—

Mr. Sain: Three cents per hundred pounds. They charge us three cents per hundred pounds. They did charge us; they do not charge us now, because we just built this chute to the Tennessee Central.

Mr. Jouett: From what point do they charge you that three cents per hundred pounds?

Mr. Sain: They charge us for placing that car—switching that car from Baxter Heights on the Nashville, Chattanooga & St. Louis down to our plant on the Nashville Terminals and hauling that car back to Baxter Heights.

159 Mr. Jouett: That is, where it was a competitive shipment coming over the Tennessee Central instead of the Nashville, Chattanooga & St. Louis, where your plant is located.

Mr. Sain: That was a shipment, as I stated, going to Louisville for Illinois Central delivery.

Mr. Jouett: I see; that is what you call a competitive shipment, is it not? Could the Nashville, Chattanooga & St. Louis have transported it on the line haul?

Mr. Sain: They could not have made this delivery. The Louisville & Nashville could have carried the shipment to Louisville, but they could not have made this delivery there.

Mr. Jouett: I do not know whether the Commissioner understands it, but I can not get that straight in my head. It is clear to the Commissioner?

Commissioner Meyer: I thought I understood what the witness wanted to say. Perhaps I did not get it.

Mr. Jouett: The witness has confused the Tennessee Central main line with the L., H. & St. L.; at least it seems that way to my mind.

Let me give you an illustration: the L., H. & St. L., without regard to that particular shipment—

Mr. Sain (interrupting): You mean the Nashville, Chattanooga & St. Louis?

160 Mr. Jouett: I mean the Nashville, Chattanooga

& St. Louis, will not switch to an industry on its line, such as yours, a shipment that comes over the Tennessee Central at all, it being competitive business; that is, will not switch it for the switching charge of \$3.00, for the reason that it is deprived of its long haul, it is deprived of the right to carry it over the transportation haul. Do you not know that that is the reason, if it comes from a point that the Nashville, Chattanooga & St. Louis do not reach, so that the Nashville, Chattanooga & St. Louis could not haul it, it does switch it to you at \$3.00 a car? Is not that right?

Mr. Sain: No, sir; they charge 3 cents per hundred pounds.

Mr. Jouett: Tell me any place that you have heard of where a shipment came into Nashville—now think carefully on that—

Mr. Sain (interrupting): That is outbound?

Mr. Jouett: Tell me any place where a shipment coming into Nashville from a non-competitive point—that is, a point that the Nashville, Chattanooga & St. Louis itself does not reach—where they charged you any more than \$3.00 to switch that from the point of interchange with the Tennessee Central to your plant, if that ever occurred?

161 Mr. Sain: I do not think that ever occurred, no, sir.

Mr. Jouett: Well, that was my question. That is all.

Commissioner Meyer: Well, if the question that you asked before, I assumed that the witness objected to paying 3 cents per hundred pounds for having that car moved, but he says that they are not objecting to it any more, because they have constructed this chute; is that right?

Mr. Sain: Yes, sir.

Mr. Jouett: Yes, but he was not then referring, or could not have been referring to a non-competitive shipment. I wanted to get that clear.

Commissioner Meyer: Go right on in your own way.

Mr. Jouett: The 3-cent arrangement never did apply to a non-competitive shipment, did it? That is what I ask you again; was there ever a non-competitive shipment coming to your plant from the Tennessee Central, to your plant on the Nashville, Chattanooga & St. Louis, that they undertook to charge you 3 cents per hundred pounds, or anything except \$3.00 a car, and if so tell of any such shipments.

162 Mr. Sain: I guess not, I do not quite understand the question.

Mr. Henderson: Pardon me; the tariff speaks for itself.

Mr. Jouett: I have no desire to confuse the witness, but he has made the impression in the record, and I am sure unintentionally, that they charge 3 cents per hundred pounds for switching non-competitive freight coming over the Tennessee Central to his yard.

Mr. Henderson: I do not understand it that way; the tariff speaks for itself. \$3.00 is all that is being charged on non-competitive shipments.

Mr. Sain: That is competitive business.

Mr. Jouett: Now, if I am right, we are straightened out.

Mr. Sain: You are right; yes, sir.

Mr. Jouett: Now, as to competitive business, I will ask you now, getting back to Mr. Henderson's question, do you think that a railroad situated as the Nashville, Chattanooga & St. Louis, is, in the case of competitive shipments which it could have hauled into Nashville and delivered at your industry, that it loses that transportation haul, that revenue haul, and it is brought in over the Tennessee Central, that it ought to be required to lose that haul and enable the Tennessee Central to deliver it to you at the fair price of \$3.00?

163 Mr. Sain: Yes, sir.

Mr. Jouett: Do you think that is fair?

Mr. Sain: Yes, sir; I think that is fair.

Mr. Jouett: Then, if they charge, in the case of competitive shipments, if they charge you the regular rate of 3 cents per hundred pounds, the lowest local rate—

Mr. Sain: Yes, sir.

Mr. Jouett: Do you see anything unreasonable about that when you cut them out of the transportation haul?

Mr. Sain: Well, the question asked was if it has caused us any inconvenience; I say it has caused us inconvenience.

Mr. Jouett: Yes; I see that, but I am asking you about the injustice of it.

Mr. Sain: I do not know anything about the reasonableness of it.

Mr. Jouett: Now, that chute; how much did that cost you to make that chute?

Mr. Sain: I should judge about \$400.00 or \$500.00.

Mr. Jouett: How many cars do you handle in a year?

Mr. Sain: How many cars do we handle in a year?

Mr. Jouett: Yes.

Mr. Sain: In and outbound?

164 Mr. Jouett: Yes.

Mr. Sain: We handle about 2,000 cars.

Mr. Jouett: About 2,000 cars a year?

Mr. Sain: Yes, sir.

Mr. Jouett: How long have you been familiar with the business, or been connected with it?

Mr. Sain: I have been in the traffic department about seven years.

Mr. Jouett: That is all.

Commissioner Meyer: Is that all, Mr. Henderson?

Mr. Henderson: That is all.

(Witness excused.)

Mr. Henderson: I will call Mr. Allen.

165 S. M. ALLEN was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Allen, what is your residence and occupation?

Mr. Allen: Nashville; grain business.

Mr. Henderson: What grain concern are you connected with?

Mr. Allen: Neil & Shofner Grain Company.

Mr. Henderson: What is your position?

Mr. Allen: Manager.

Mr. Henderson: You say you are manager of the Neil & Shofner Grain Company?

Mr. Allen: Yes, sir.

Mr. Henderson: How long have you been in the grain business in Nashville and on what terminal tracks has your warehouse or elevator been located during that time?

Mr. Allen: I have been in it about seven or eight years, located in South Nashville on the Nashville, Chattanooga & St. Louis and Louisville & Nashville Railroads.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central, the Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the switching of grain at Nashville?

166 Mr. Allen: Yes, sir.

Mr. Henderson: Have these rules at any time caused you any loss of business or loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Allen: Yes, sir.

Mr. Henderson: In what respect?

Mr. Allen: We receive a good many cars of corn here, corn with the shucks on, and there is not always a

quick sale for this corn, consequently, it has to be sent to some sheller to be shelled. The only shellers at the present time at Nashville are located on the Tennessee Central Railroad, and this corn comes from Kentucky points, and in order to get it to the Tennessee Central shellers why, we have it switched to Baxter Heights, which is done free by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis, but the Tennessee Central charges 2½ cents per hundred pounds to carry it into the Hermitage Elevator, and then when it comes out the Tennessee Central charges 2½ cents per hundred to get it back to Baxter Heights, and the Nashville, Chattanooga & St. Louis again charge us 2½ cents per hundred to get it back to our warehouse on the Nashville, Chattanooga & St. Louis or the Louisville & Nashville terminals. That is my understanding of the tariff. That is one instance where it causes us a big expense.

Mr. Henderson: Now, does that 2½-cent charge apply to McLemore-Crutcher's sheller?

Mr. Allen: No, sir; that is what I was coming to. That is another sheller, the same kind of a sheller, that shells corn with the shuck on, located on the Tennessee Central. Now, under the present rules we could send a car of ear corn with the shuck on to the Hermitage Elevator at \$2.00 a car, and on presentation of the inbound expense bills, the Nashville, Chattanooga & St. Louis or the Louisville & Nashville will absorb that \$2.00 switching charge.

On the other hand, if the Hermitage Elevator is not in condition to shell corn, if it is being pushed, or it is not able to do it, the sheller is broken down, we could not send that same corn to the McLemore-Crutcher sheller under a charge of 2½ cents per hundred, which makes it prohibitive to send it there.

Now, Mr. Lemore-Crutcher are not only wholesalers, but retail dealers, and if we send our corn over to be shelled, there are times that they would be able to
168 pay us a cent or cent and a quarter a bushel premium, more than the people at the Hermitage Elevator could pay us, on account of them being retailers and their needing the corn to give out to their trade for immediate delivery.

Then, here is another instance—there is where it inconveniences us and also costs us money on account of not being able to have the same arrangement with the McLemore-Crutcher sheller as with the Hermitage Elevator Company.

Now, early in the shelling season we got in two or three cars of corn from Hickman, Kentucky. At the time, we ordered that corn over to the Hermitage Elevator to be shelled. The railroad did not consider that a competitive point, and we took it over there, as I thought, for \$3.00 a car switching, but after the corn went into that elevator and we wanted to bring it back over to our elevator, in order to manipulate it, to handle it with our grain, in order to get it on grade, why, they would not let it come out of the Hermitage Elevator to Baxter Heights under a rate of $2\frac{1}{2}$ cents, and then there would have been another $2\frac{1}{2}$ cents from Baxter Heights to our elevator, which is located on the Nashville, Chattanooga & St. Louis and Louisville & Nashville terminals.

169 A few months ago we got in two cars of ear corn over the Nashville, Chattanooga & St. Louis road, expecting to sell this corn in the city. We can usually sell it to better advantage on the Nashville, Chattanooga & St. Louis or Louisville & Nashville than we can on the Tennessee Central, because the terminals of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis reach more feeders of corn with the shuck on than the Tennessee Central, or rather our customers, and on account of there being no demand for this ear corn at that particular time we would have had to hold it on track at a large storage cost, and we had to send it to the Hermitage Elevator.

Now, we could not send that corn to the Hermitage Elevator under a charge of $2\frac{1}{2}$ cents from Baxter Heights to the Hermitage Elevator, and in order to get it back there would have been another $2\frac{1}{2}$ cents to Baxter Heights and from Baxter Heights back to our elevator another $2\frac{1}{2}$ cents, and so we had to sacrifice that corn on the Nashville, Chattanooga & St. Louis or Louisville & Nashville—it happened to be on the Nashville, Chattanooga & St. Louis—at about 2 cents under the market in order to keep from paying no telling how much demurrage and storage charge.

170 We had some corn coming into the Hermitage Elevator to be shelled. We sold that corn to the Harsh Grain Company, located in South Nashville on the Nashville, Chattanooga & St. Louis and Louisville & Nashville tracks, and handled it in this manner in order to avoid this $2\frac{1}{2}$ -cent charge: we switched it by terminal movement through the Hermitage Elevator to J. W. Kerr's warehouse, which is located both on the Tennessee Central and the Louisville & Nashville Railroads, paid a transfer charge of 1 cent per bag to J. W. Kerr to roll

that corn from the Tennessee Central car across his warehouse floor, perhaps 50 feet, into a Nashville, Chattanooga & St. Louis car, then paid a switching charge of 1 cent per hundred from J. W. Kerr's warehouse to the Harsh Grain Company. This latter charge can be gotten back by filing a claim for switching, showing the outbound tonnage south, and so can the Tennessee Central switching charge of \$3.00 be gotten back by filing a switching claim showing the outbound tonnage south.

Mr. Henderson: Now, this grain that goes to McLemore & Crutcher's sheller, are the charges into the sheller and out absorbed at all by any of the lines?

171 Mr. Allen: No, sir; because it goes from Baxter Heights to the McLemore-Crutcher sheller.

Mr. Henderson: None of that charge is absorbed by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis?

Mr. Allen: No, sir; not like it is to the Hermitage.

Mr. Hermitage: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Summing it all up, is it not a fact the substance of what you say is that these roads which transport the grain from their respective places, one to the other, that is, carries it from the Nashville, Chattanooga & St. Louis tracks over to the point on the Tennessee Central, or the Tennessee Central point over to it? Is not what you have been talking about altogether intracity movements and not part of the transportation haul?

Mr. Allen: Well, it comes in here from different cities.

Mr. Jouett: But it comes consigned to you, does it not?

Mr. Allen: Comes consigned to us?

Mr. Jouett: Yes.

Mr. Allen: Sometimes to us, sometimes to the shipper.

172 Mr. Jouett: Now, let us take the times when it is consigned to you. It comes to you, consigned to you, from out of the city?

Mr. Allen: Yes, sir.

Mr. Jouett: Your place is on the Nashville, Chattanooga & St. Louis?

Mr. Allen: Yes, sir.

Mr. Jouett: What you want is, after you have gotten that corn, after the railroad which performs the transportation service has finished it, then you want these

roads to handle it inside of the city, from one point in the city to another point in the city, without any further transportation to it except that transportation, and you want that at a switching charge, is not that right?

Mr. Allen: Well, it does not come to our warehouse, you understand, in the city.

Mr. Jouett: It doesn't make any difference, it comes to the team tracks or the depot or your tracks, either one, if you have ordered it to Nashville, and it comes in and the transportation service is ended you want that car handled across the city, is not that the substance of it?

Mr. Allen: At a nominal switching charge.

Mr. Jouett: Yes, at a switching charge.

173 Mr. Allen: Yes, the same as I want it handled to the McLemore-Crutcher sheller on the same basis as we can get it handled on the Hermitage Elevator, for the reason that it is sometimes not convenient for the sheller at the Hermitage to shell this corn, and when that is the case we are left on hand with a lot of ear corn.

Mr. Jouett: That is because the Tennessee Central does not choose to put in the switching charge from some other sheller that it has in to the Hermitage Elevator?

Mr. Allen: This switching charge might be absorbed by the Tennessee Central, but we do not see the Tennessee Central or the Louisville & Nashville or the Nashville, Chattanooga & St. Louis absorbing switching charges so far as we are concerned on the inbound expense bill. They might give it back to the Tennessee Central.

Mr. Jouett: But you know that the Louisville & Nashville and the Nashville, Chattanooga & St. Louis would gladly absorb the switching charge to or from any elevator, or any point—

Mr. Allen (interrupting): No, sir; they won't do it from the McLemore-Crutcher sheller.

174 Mr. Jouett: Can you name a single one where the Tennessee Central will deliver at the interchange point where the Louisville & Nashville will not absorb it; name one.

Mr. Allen: Here is what I mean: that the Nashville, Chattanooga & St. Louis and the Louisville & Nashville will not deliver a car to the McLemore-Crutcher sheller and then give me back that \$2.00 like they will when I send it to the Hermitage Elevator, when both elevators are the same.

Mr. Jouett: Don't you know that they can not do it?

Mr. Allen: They are doing it; they say they do.

Mr. Jouett: They deliver to McLemore-Crutcher!

Mr. Allen: The Tennessee Central deliver to Baxter Heights the same as they do at the Hermitage; the Nashville, Chattanooga & St. Louis do not deliver either to the Hermitage or McLemore-Crutcher.

Mr. Jouett: Don't you know that the Tennessee Central when it gets to Baxter Heights won't handle it to the other elevator like it handles it to the Hermitage?

Mr. Allen: That is what I am thinking about; they won't do it.

Mr. Jouett: That is not the Louisville & Nashville's fault.

Mr. Allen: I don't know whose fault it is, but the
175 Louisville & Nashville returns the Tennessee Central charge.

Mr. Jouett: Won't the Louisville & Nashville gladly absorb the Tennessee Central charge?

Mr. Allen: They will to the Hermitage but not to the McLemore-Crutcher.

Mr. Jouett: Don't you know as a matter of fact it is commonly known in Louisville that the Tennessee Central does not have that switching service to the other elevator?

Mr. Allen: It does have it, or I don't see why it should not have it.

Mr. Jouett: I don't know why they don't have it; I am not working that out.

Mr. Allen: I can get it, sure, if I pay 2½ cents a hundred.

Mr. Jouett: Who do you pay the 2½ cents to?

Mr. Allen: The Tennessee Central.

Mr. Jouett: That is what I say; don't you know the Tennessee Central does not have a \$2.00 switching charge to certain locations whereas they do have it to certain others?

Mr. Allen: That is what I am complaining of, the discrimination; that is what we want eliminated.

Mr. Jouett: You are not complaining of the Louisville & Nashville in that respect?

Mr. Allen: We look to the Louisville & Nashville
176 for a refund of our \$2.00.

Mr. Jouett: Well, if the other man won't switch it over for less than 2½ cents we can not give it to you.

Mr. Allen: I want the Louisville & Nashville to get the Tennessee Central to do the same thing to the McLemore-Crutcher Elevator that they do for the Hermitage.

Mr. Jouett: How can the Louisville & Nashville get the Tennessee Central?

Mr. Allen: I do not know how they get it to the Hermitage. I do not know anything about the rates.

Mr. Jouett: Then, there is no complaint so far as you are concerned with the Louisville & Nashville or the Nashville, Chattanooga & St. Louis with reference to that transaction; they simply will absorb the \$2.00 switching charge that the Tennessee Central charges for the shipments between the Hermitage Elevator and the point of interchange, but they will not absorb a 2½-cent rate that the Tennessee Central charges to other places, is that right?

Mr. Allen: That is true; that is what I tried to explain.

Mr. Jouett: Now, you do not know what the conditions are under which the Tennessee Central sees fit to do that service from the Hermitage Elevator on its 177 line to the point of interchange for \$2.00 and will not do a service from some other elevator to the point of interchange?

Mr. Allen: No, sir; I do not see why they should do it.

Mr. Jouett: I don't either; I don't know about that. We will absorb any switching charge they will charge. Now, that transaction with reference to the corn that came from Hickman.

Mr. Allen: Yes, sir.

Mr. Jouett: That was not a transportation charge, it was—I believe we have already discussed that—that was the handling of a car after it had reached Nashville and after it had reached you, or after reaching destination.

Mr. Allen: Yes, they put it in saying it was not competitive until we wanted to get it out, and then they changed their mind and said we would have to pay 2½ cents to get it out.

Mr. Jouett: Well, let us explain that.

Mr. Allen: I can not explain it.

Mr. Jouett: You have explained your end of it; you say they put it in because they said it was non-competitive, and then would not let you get it out?

Mr. Allen: Yes, sir; that is what the proposition was.

Mr. Jouett: Where was the shipment from?

178 Mr. Allen: Hickman, Kentucky.

Mr. Jouett: Where was it consigned to?

Mr. Allen: Nashville.

Mr. Jouett: Just plain Nashville?

Mr. Allen: Yes, sir; that is the way all our stuff comes.

Mr. Jouett: Was it consigned to your firm?

Mr. Allen: I think it was consigned to S. S. Kerr; he was at that time connected with us; we were working together.

Mr. Jouett: Your company is on the Nashville, Chattanooga & St. Louis?

Mr. Allen: And on the Louisville & Nashville, yes.

Mr. Jouett: On the Louisville & Nashville?

Mr. Allen: Both.

Mr. Jouett: And that car came to Nashville and was delivered, or ready to be delivered to you at your place of business, was it not?

Mr. Allen: Yes, sir; subject to our order.

Mr. Jouett: Was not that transportation service completed, and is it not a fact that what you now refer to was a through service that you asked the railroad to do, namely; transport it from the point where it was in Nashville to another point in Nashville over on the Tennessee Central, as a separate and later, new and
179 distinct service?

Mr. Allen: It was, but it looks to me like it was no more separate or distinct than to send it to the Hermitage Elevator on a \$2.00 charge and give us back \$2.00. That is another separate and distinct movement.

Mr. Jouett: If it had been transported, do you mean to say they will carry—listen to me carefully, now, and answer this—

Mr. Allen (interrupting): Yes, sir.

Mr. Jouett: Do you mean to say that the Louisville & Nashville will carry the grain to the Hermitage Elevator?

Mr. Allen: They will not, but the Tennessee Central does from Baxter Heights.

Mr. Jouett: Well, on grain that is over in Nashville, over on your side?

Mr. Allen: Yes, sir.

Mr. Jouett: Has stopped its transportation haul and is there ready for a new service, that the Louisville & Nashville will take that up to the point of interchange and give it to the Tennessee Central?

Mr. Allen: Yes, sir; you understand we are entitled to one free movement until we order the car—the car comes into the storage yard subject to our order,
180 and we are then entitled to order the car anywhere on the Nashville, Chattanooga & St. Louis or the Louisville & Nashville terminals, we see fit. We could

order it to Baxter Heights, or back out clear to Vine Street. That is done free of charge. But then when that has gone into the Hermitage Elevator the Tennessee Central charges \$2.00 a car and when we get that original expense bill and present it to the Nashville, Chattanooga & St. Louis or the Louisville & Nashville they will refund the \$2.00.

Mr. Jouett: In other words, the Louisville & Nashville, in order to get the transportation haul into Nashville here says to you, when it is switched by the Tennessee Central over the Hermitage Elevator, "We will refund the \$2.00."

Mr. Allen: Yes, but they won't do it for McLemore-Crutchner.

Mr. Jouett: Didn't you just say the Tennessee Central would not do it for McLemore-Crutchner for \$2.00 and the Louisville & Nashville won't absorb any more and won't absorb the big charge?

Mr. Allen: Well, we look to the Louisville & Nashville for the refund of the \$2.00; that is where we look.

Mr. Jouett: And they are always glad to do it?

Mr. Allen: To the Hermitage Elevator.

181 Mr. Jouett: Certainly, and don't you know they would do it and have said in this answer that they will absorb the switching charge on competitive business anywhere the Tennessee Central will take it?

Mr. Allen: It looks like the fault of the Tennessee Central; I don't know how that is, but I say there is discrimination there between the Hermitage Elevator and McLemore-Crutchner.

Mr. Jouett: That is a question I am not familiar with, as to whether the Tennessee Central is discriminating.

Mr. Allen: That is where it inconveniences us; we have to send corn direct from point of origin to destination and leave Nashville out of it on that kind of a rate.

Mr. Jouett: That is all.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Allen, is it true that the Louisville & Nashville and Nashville, Chattanooga & St. Louis absorb \$2.00 or anything else on business to McLemore-Crutchner?

Mr. Allen: No, sir.

Mr. Henderson: They won't absorb \$2.00 or any amount?

Mr. Allen: No, sir.

182 Mr. Henderson: The fact that they are willing to do it does not relieve you of paying it?

Mr. Allen: We can not handle it on that ground.

Mr. Henderson: That is all.

(Witness excused.)

BROWN BUFORD was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Buford, what is your residence and occupation?

Mr. Buford: Nashville; wholesale hardware dealer.

Mr. Henderson: How long have you been in the hardware business in Nashville and on what terminal tracks has your warehouse been located during that time?

Mr. Buford: More than 30 years. On the tracks of the Tennessee Central Railroad since they were built.

Mr. Henderson: Are you familiar with the present rules of the Tennessee Central and Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the switching of articles handled by you at Nashville?

183 Mr. Buford: Yes, sir.

Mr. Henderson: Have these rules at any time caused you loss of business or loss of money or otherwise inconvenienced you in the conduct of your business?

Mr. Buford: Yes, sir.

Mr. Henderson: In what respect?

Mr. Buford: Would you like me to answer that in detail?

Mr. Henderson: If you can, yes, sir.

Mr. Buford: From failing to deliver cars of freight that were routed to come to our warehouse by the Tennessee Central, and not giving us warehouse or sidewalk delivery.

Mr. Henderson: Now, have you any specific instance where that has occurred, and the extra amount that it has cost you to get the delivery?

Mr. Buford: Yes, sir.

Mr. Henderson: I would be glad if you would give us those, please.

Mr. Buford: One instance that occurs to me, Mr. Henderson, was a carload of ammunition in the year 1904, which was routed to Nashville to give us Tennessee Central delivery, which was brought in over the Nashville, Chattanooga & St. Louis road. That forced us to

184 haul that car across town and lost us the transfer charges.

Another instance was a car of metallic roofing, in 1908.

That was routed to Nashville for Illinois Central delivery. At that time the Illinois Central operated the Tennessee Central into Nashville. That car came into Nashville over the Louisville & Nashville road and was not delivered to us until 30 days after it reached Nashville. We lost the transfer on that and we were out of our goods for 30 days. Another instance was a car of ammunition routed to Nashville over the Tennessee Central. It came in over the Nashville, Chattanooga & St. Louis road and was delivered at our warehouse by wagon transfer.

Another instance was a car of bale ties, wire bale ties, which was routed for Tennessee Central delivery and came in over the Louisville & Nashville road. That forced us to haul that across town.

Another was a car of fence, which came from some point in Iowa, Great Falls, Iowa—Rock Falls, Illinois, came in via the Nashville, Chattanooga & St. Louis road. That forced us to transport that across town by team.

Mr. Henderson: Now, does the fact that you have to haul that freight instead of getting back-door delivery damage the goods to any extent, or make it otherwise more expensive to handle it into your warehouse?

Mr. Buford: The goods were damaged and it was more expensive to handle them.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: How long have you been in business on the Tennessee Central?

Mr. Buford: Since it was built, sir.

Mr. Jouett: How long is that?

Mr. Buford: 13 years, about, if my memory serves me correctly; I would not be positive as to that.

Mr. Jouett: And where is your store?

Mr. Buford: It is located on the tracks of the Tennessee Central Railroad, on what we know as Market Street here, Sir; Market and Front streets; the store runs from one street to the other.

Mr. Jouett: The Tennessee Central runs back of your store?

Mr. Buford: Just so.

Mr. Jouett: In these 13 years, or whatever time you have covered, you have mentioned five instances.
186 Is it not a fact that in all of those the shipment was made for Tennessee Central delivery and routed for Tennessee Central delivery?

Mr. Buford: If they were not all made for Tennessee Central Railroad delivery?

Mr. Jouett: Sir?

Mr. Buford: You ask me if they were not all made for Tennessee Central Railroad delivery?

Mr. Jouett: Yes.

Mr. Buford: Yes.

Mr. Jouett: Why did you pay the cost of that drayage?

Mr. Buford: We could not get them any other way.

Mr. Jouett: Don't you know the railroads were responsible to you for that, or did you know that?

Mr. Buford: We did not know it.

Mr. Jouett: You did not know?

Mr. Buford: No.

Mr. Jouett: You just paid it?

Mr. Buford: We did what?

Mr. Jouett: I say, you just paid it yourself?

Mr. Buford: We paid it.

Mr. Jouett: Did you make any claim against them for it?

187 Mr. Buford: We did.

Mr. Jouett: And were the claims rejected in each instance?

Mr. Buford: In more than one instance they were paid.

Mr. Jouett: What?

Mr. Buford: In more than one instance they were paid, after so long a time.

Mr. Jouett: Oh, they were paid?

Mr. Buford: They were paid.

Mr. Jouett: You did not lose any money then?

Mr. Buford: We did.

Mr. Jouett: When?

Mr. Buford: The first instance I mentioned.

Mr. Jouett: Did you say that was routed via the Tennessee Central?

Mr. Buford: Yes, sir.

Mr. Jouett: And yet you had to pay the drayage?

Mr. Buford: We did pay it, yes.

Mr. Jouett: Did you pay it or did you charge it to the house that shipped it to you?

Mr. Buford: We paid it and lost it.

Mr. Jouett: Now, what explanation was made by the railroad company for not promptly paying you back that drayage when they had misrouted the goods?

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Mr. Buford: They refused to do it.

Mr. Jouett: Did you show to them that it was routed via the Tennessee Central?

Mr. Buford: As clearly as it could be done.

Mr. Jouett: Sir?

Mr. Buford: As clearly as it could be done.

Mr. Jouett: Then, in the 13 years, in only one instance did you have to pay for this drayage?

Mr. Buford: No, there was another.

Mr. Jouett: When was that?

Mr. Buford: On the car of ammunition.

Mr. Jouett: How long ago?

Mr. Buford: I am not clear on the date, Sir. I think it was in 1908; I do not define that though.

Mr. Jouett: Five or six years ago?

Mr. Buford: More than that even.

Mr. Jouett: More than that?

Mr. Buford: Yes, sir.

Mr. Jouett: Now, as to that, do you recall that that was routed for Tennessee Central delivery?

Mr. Buford: I do; it was routed for Tennessee
189 Central delivery.

Mr. Jouett: And was any excuse given for not paying you that claim when the railroad had made the mistake and under the law it had to pay it?

Mr. Buford: None that I recall, Sir.

Mr. Jouett: Did you file a claim?

Mr. Buford: We did.

Mr. Jouett: With whom did you file that claim?

Mr. Buford: I think Mr. Talliefiero was the agent at that time, if I am not mistaken; I am not clear on that though.

Mr. Jouett: Would it not be possible after this lapse of five years that you misremember about that bill showing routing via the Tennessee Central?

Mr. Buford: It is not possible; I am accustomed to do that routing myself.

Mr. Jouett: What I mean is did it appear on that bill of lading that the instruction—

Mr. Buford (interrupting): It did, yes, sir.

Mr. Jouett: So in those two instances then in this period of time you have had to pay the cost of drayage and you did not take that to the court or attempt to
190 assert it in any way?

Mr. Buford: No, sir; not to the court.

Mr. Jouett: They undoubtedly owe you for those two shipments.

Mr. Buford: I will be thankful if you will pay it.

Mr. Jouett: It ought to be paid.

Commissioner Meyer: You still have your former claim papers?

Mr. Buford: I don't think so; I think they have been destroyed.

Mr. Jouett: I don't think there is any road that would hesitate a minute to pay it.

RE-DIRECT EXAMINATION.

Mr. Henderson: Mr. Buford, the fact that you have not had more cases than that is due to the fact that you are careful to route your freight so as to reach Nashville over the line on which you are located?

Mr. Buford: I beg your pardon.

Mr. Henderson: The fact that you had to pay drayage in no more cases than you have mentioned is due to the fact that you are careful to route your freight to East Nashville via the Tennessee Central?

191 Mr. Buford: I have only mentioned these few cases, Mr. Henderson; there are others.

Mr. Henderson: But if you did for any reason overlook the routing and the bill of lading did not carry Tennessee Central routing and the shipment reached Nashville via either the Louisville & Nashville or the Nashville, Chattanooga & St. Louis, you would have to pay these competitive switching rates or dray yourself?

Mr. Buford: Yes, sir.

Mr. Henderson: That is all.

(Witness excused.)

T. A. WASHINGTON was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Washington, what is your residence and occupation?

Mr. Washington: I live in Nashville; in the lumber business.

Mr. Henderson: What is the name of your firm?

192 Mr. Washington: Washington & Smith.

Mr. Henderson: You are a member of the firm?

Mr. Washington: Yes, sir.

Mr. Henderson: Where is your lumber yard located and how long have you been at that present location?

Mr. Washington: We are on South Fifth Street in East Nashville, and we have been there I think about five years at that location, four or five years.

Mr. Henderson: That is in East Nashville on the Louisville & Nashville terminals?

Mr. Washington: Yes, sir.

Mr. Henderson: Are you familiar with the rules of the Tennessee Central, the Nashville, Chattanooga & St. Louis and the Louisville & Nashville governing the switching of lumber at Nashville?

Mr. Washington: To some extent.

Mr. Henderson: Have you had any occasion to have to pay competitive switching on any lumber or to have it drayed in order to effect delivery in your yard?

Mr. Washington: We have had to have some cars drayed; it would be cheaper than 3 cents a hundred switching charge to us. The most recent case we had the railroad blamed the customer. The bill of lading 193 called for Louisville & Nashville delivery, and we finally got the railroads to settle it among themselves and give us Louisville & Nashville delivery. In fact, we refused the car until they did give us Louisville & Nashville delivery.

Mr. Henderson: You were put to that trouble and delayed, though, while they were settling this controversy between themselves?

Mr. Washington: Yes, sir.

Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Mr. Washington, how long have you been in business here?

Mr. Washington: In our present location I think about five years.

Mr. Jouett: And under the rules if the car comes from a competitive point it is not switched at the switching charge of \$3.00 and if it comes from a non-competitive point it is?

Mr. Washington: If one happens to come in where that 3-cent switching charge applies we just have to haul it over. It is cheaper than paying the switching.

194 Mr. Jouett: That is only in case of misrouting?

Mr. Washington: Well, it can happen in several ways. Sometimes a man south will just ship us in a car without giving us notice he is doing it, and not route it; it happens that way. The most recent case I recollect was the railroad people got it wrong themselves; the bill of lading specified the correct delivery and they mixed it up themselves.

Mr. Jouett: Well, generally, whenever the railroad makes a mistake, they pay for it, they make the delivery or they pay you whatever the drayage costs?

Mr. Washington: In all the cases we had we refused to accept the car until they gave us Louisville & Nashville delivery.

Mr. Jouett: All that I understand you to say is that in the few cases where that has occurred you would rather dray it than pay 3 cents per hundred?

Mr. Washington: It is cheaper.

Mr. Jouett: Yes; now, with reference to that 3-cent local rate, is that a rate, which the Nashville, Chattanooga & St. Louis at one time had in when Baxter Heights was treated as a local station; do you remember that fact?

195 Mr. Washington: I could not tell you, Sir; I never knew those details.

Mr. Jouett: That is all.

(Witness excused.)

CHARLES T. MARTIN was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: Mr. Martin, what is your residence and occupation?

Mr. Martin: I am general manager of the firm Spurlock-Neal Company, wholesale druggists, on Second Avenue and First Avenue.

Mr. Henderson: How long have you been located at your present place of business, and on what terminal tracks are you located?

Mr. Martin: Since 1904 I have been at that location, and I think at that time, even, the Tennessee Central tracks ran right back of my house; certainly very shortly after that year.

Mr. Henderson: Has it ever happened in your business that you were forced to pay these competitive
196 switching rates or dray freight across town?

Mr. Martin: I remember two instances, one case especially, was in the matter of red oxide of iron, which I buy in carload lots. Another was a proprietary medicine, which at that time I bought in carload lots, and both of which were ordered to be shipped via the Tennessee Central in order that I might get the advantage of delivery in my place of business. It so happened that both of these articles, on both of them, the manufacturers make a delivered price f. o. b. Nashville. I have nothing to do with the freight, and therefore my routings were not respected. It would be more convenient for them, they claimed afterwards, to ship it via another route.

Mr. Henderson: In both of those cases you had to lose the cost of drayage or an extra expense of switching?

Mr. Martin: I did.

Mr. Henderson: Was that any more inconvenient or expensive handling into your warehouse than it would have been from your back door?

Mr. Martin: Well, it is certainly more expensive; it is just that much expense. The warehouse is only 50 feet from the track and I had to pay 3 cents a hundred-weight.

197 Mr. Henderson: That is all.

CROSS-EXAMINATION.

Mr. Jouett: Your back door is on Front Street, I believe?

Mr. Martin: Not exactly, but within 50 feet of it.

Mr. Jouett: Have you an industry track right at your place or do you have to haul from that point?

Mr. Martin: I can either truck it, or by just a one-horse wagon I can deliver it to my place of business.

Mr. Jouett: Then, you are not located upon any railroad?

Mr. Martin: I am within 50 feet of it.

Mr. Jouett: Yes, but I mean you have no private track, you have no industry track upon which we can make carload delivery to you?

Mr. Martin: I did not at that time; I have at the present time.

Mr. Jouett: I mean at the time you are talking about.

Mr. Martin: No.

Mr. Jouett: It is merely a matter of more convenience to you to have to haul from one place than another?

Mr. Martin: Well, more so, because within 50 feet I can haul or have hauled and saved drayage, not exactly all of it, but a great portion of it. It certainly does
198 not cost me 3 cents to deliver 50 feet.

Mr. Jouett: How long have you been in business, Mr. Martin?

Mr. Martin: In that particular spot, in that location, or in the city?

Mr. Jouett: Well, where you have had railroad delivery, carload delivery?

Mr. Martin: I have at the present time carload delivery right in the warehouse.

Mr. Jouett: How long has that been?

Mr. Martin: That is just within the last 30 days.

Mr. Jouett: Prior to that?

Mr. Martin: Prior to that, since 1904, I have been within 50 feet of the tracks.

Mr. Jouett: 10 years you were within 50 feet of the track. Now prior to 1904, were you in business?

Mr. Martin: I was in the business, but fronted on Second Avenue. I mean, the establishment was on Front Street. At that time there was no railroad. I had to move from there just about that time.

Mr. Jouett: So, the only two instances that you referred to were cases where the consignor just refused to obey your routing directions?

199 Mr. Martin: It was their privilege, yes, sir; those are the two cases I recall.

Mr. Jouett: That was because you made the contract that way; you did not have to buy it that way?

Mr. Martin: I did.

Mr. Jouett: Sir?

Mr. Martin: I did; I could not buy it from anybody else. That is the feature of proprietary medicine and proprietary paint.

Mr. Jouett: That is proprietary medicine?

Mr. Martin: Yes, sir; all my proprietary medicine I bought on the same basis.

Mr. Jouett: And they disregarded your routing?

Mr. Martin: Yes, sir.

Mr. Jouett: You considered it was sufficiently advantageous for you to buy it, even if you bought it with that handicap?

Mr. Martin: I could not buy it anywhere else.

Mr. Jouett: That is all.

(Witness excused.)

Mr. Henderson: Mr. Commissioner, I would like to make a statement.

200 T. M. HENDERSON was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Henderson: The Traffic Bureau of Nashville is an association of merchants, manufacturers and shippers located in the city of Nashville, Tennessee; it is incorporated under the laws of the State of Tennessee, and is not organized for profit. The principal purposes of its charter are those of forwarding and protecting the interests of the merchants, manufacturers and shippers of the city of Nashville, as well as their patrons in all matters connected with the receiving and shipping of freight, freight rates, transportation and securing of such freight rates

to and from all shipping points as shall prevent discriminations against the city of Nashville, and shippers and patrons of Nashville, Tennessee.

The Traffic Bureau is acting in this case as the representative of practically all the large receivers and shippers of freight located on the terminals of the Louisville & Nashville Railroad, Louisville & Nashville Terminal Company, Nashville, Chattanooga & St. Louis Railway and Tennessee Central Railroad at Nashville.

201 The present switching rates and rules of all the lines serving Nashville have been a source of annoyance to the shippers and receivers, and have been the subject of correspondence and discussions between the railroads serving Nashville on the one hand, and the merchants and manufacturers of Nashville on the other, for a number of years. In fact, since 1902, the beginning of the operation of the Tennessee Central Railroad.

This matter was discussed in Nashville on February 20, 1907, at a joint conference between officials representing the Louisville & Nashville Railroad Company, Nashville, Chattanooga & St. Louis Railway, Louisville & Nashville Terminal Company, Nashville Terminal Company, Illinois Central Railroad and the Southern Railway, the Illinois Central Railroad and Southern Railway at that time operating the Tennessee Central Railroad under lease, and a committee from the Board of Trade and the Nashville Grain Exchange, representing the merchants and manufacturers of Nashville.

Prior to 1907, there was no switching of any kind of freight, competitive or non-competitive, between the Illinois Central Railroad and Southern Railway, or between the Tennessee Central Railroad on the one hand and the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway on the other hand, but as a result of the 1907 conference, and in deference to
202 public opinion, the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway agreed to switch all non-competitive traffic, except coal, by the Louisville & Nashville Railroad, and coal, cement and plaster by the Nashville, Chattanooga & St. Louis, to or from the Tennessee Central Railroad, which, as previously explained, was operated at that time under lease by the Illinois Central Railroad and Southern Railway.

The charge fixed at that time, which is still in effect on non-competitive traffic, is \$3.00 per car. The Nashville, Chattanooga & St. Louis Railway by 8th revised page 44

of its I. C. C. 1958-A, effective December 14, 1913, eliminated cement and plaster from the list of non-competitive articles that they would not switch, and as a result of the decision in I. C. C. Docket Number 4604, Traffic Bureau of Nashville v. Louisville & Nashville Railroad Company, *et al.*, 28th I. C. C. 533-542, non-competitive coal is now switched between the Tennessee Central Railroad on the one hand and the Louisville & Nashville Railroad Company and Nashville, Chattanooga & St. Louis Railway on the other hand, at \$3.00 per car, the same as applicable to other non-competitive traffic.

I will file as Exhibit Number 2 to my testimony, a statement of the switching charges at Nashville, and applicable between industries, warehouses, elevators, etc., on the Louisville & Nashville Railroad Company and the Louisville & Nashville Terminal Company and junction with the Tennessee Central Railroad.

(The statement, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 2, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 2.

CITY OF NASHVILLE, ET AL.,

vs.

LOUISVILLE & NASHVILLE R. R. Co., ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

STATEMENT OF SWITCHING CHARGES AT
NASHVILLE, TENNESSEE, APPLICABLE BE-
TWEEN INDUSTRIES, WAREHOUSES, ELE-
VATORS, ETC., ON THE L. & N. R. R. CO. AND
L. & N. TERMINAL CO., AND JUNCTION WITH
THE TENNESSEE CENTRAL RAILROAD CO.

Non-competitive freight; all kinds, regardless of
weight Per Car \$ 3.00

Competitive Freight: Based on car of 30,000 lbs.

Excess in proportion:

Articles taking	Per car of	
1st class	30,000 pounds	\$36.00
2nd "	" "	30.00
3rd "	" "	27.00
4th "	" "	24.00
5th "	" "	21.00
6th "	" "	18.00

A	.....	30,000 pounds.....	\$18.00
B	.....	" " .....	18.00
C	.....	" " .....	15.00
D (grain)	.....	60,000 pounds.....	15.00
E	.....	30,000 pounds.....	18.00
H	.....	" " .....	18.00
F	.....	" " .....	15.00
I	.....	" " .....	18.00
L	.....	" " .....	15.00
M	.....	" " .....	12.00
N (lumber)	.....	50,000 pounds.....	15.00

Charges shown in paragraphs VI and VII of the complaint and admitted in the answer of the Louisville & Nashville Railroad Co.

Tariff Authorities:

Louisville & Nashville R. R. G. F. O. 1930, I. C. C. No. A-12658.

Louisville & Nashville R. R. Nashville Local Tariff No. 2, I. C. C. No. A-11500.

Mr. Henderson: That shows that the charge on all noncompetitive freight is \$3.00 per car, regardless of the weight, and on competitive freight, the switching charge ranges from \$12.00 to \$36.00 per car, using an average weight of 60,000 pounds on grain, 50,000 pounds on lumber, and 30,000 on other freight.

I will file as Exhibit Number 3 to my testimony, a statement showing the switching charges at Nashville, applicable between industries, warehouses, elevators, etc., on the Nashville, Chattanooga & St. Louis Railway and junction with the Tennessee Central Railroad.

(The statement, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 3, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 3.

CITY OF NASHVILLE, ET AL.,
vs.

LOUISVILLE & NASHVILLE R. R. CO., ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

STATEMENT OF SWITCHING CHARGES AT
NASHVILLE, TENNESSEE, APPLICABLE BE-
TWEEN INDUSTRIES, WAREHOUSES, ELE-
VATORS, ETC., ON THE N., C. & St. L. R'y AND
L. & N. TERMINAL CO., AND JUNCTION WITH
THE TENNESSEE CENTRAL RAILROAD CO.

		Per Car
Non-competitive freight; all kinds, regardless of weight		\$ 3.00
Competitive freight:		
Articles taking		Per car of
1st class	30,000 pounds	\$36.00
2nd "	" "	30.00
3rd "	" "	27.00
4th "	" "	24.00
5th "	" "	21.00
6th "	" "	18.00
A	" "	18.00
B	" "	18.00
C	" "	7.50
D (grain)	60,000 pounds	15.00
E	30,000 pounds	18.00
H	" "	18.00
F	" "	15.00
L	" "	12.00
M	" "	12.00
N	" "	9.00
Special Iron	" "	18.00
Lumber	50,000 pounds	15.00
Commodities, regardless of weight:		
Horses and mules		7.00
Cattle		7.00
Hogs, Single Deck		7.00
Sheep, Single Deck		7.00

Charges shown in paragraph VII of the complaint and admitted in answer of Nashville, Chattanooga & St. Louis Railway.

Tariff Authority—Nashville, Chattanooga & St. Louis Railway, I. C. C. No. 1958-A.

NOTE: Since the complaint was filed, the Nashville, Chattanooga & St. Louis R'y has issued revised page 44 to its I. C. C. No. 1958-A which cancelled, effective January 25, 1914, the switching charges applicable to competitive freight, and will not at the present time switch competitive freight to or from Junction with the Tennessee Central Railroad at any price.

Mr. Henderson: This statement shows that on non-competitive freight, of all kinds the switching charge is \$3.00 per car and on competitive freight the charges range from \$7.00 to \$36.00, using an average of 60,000 pounds on grain, 50,000 pounds on lumber and 30,000 pounds on other articles, except the commodity rates specified, which rates apply regardless of the weight of the car.

Since this complaint was filed, or about the time it was filed—I don't recall, but some date afterwards—the Nashville, Chattanooga & St. Louis Railway issued revised page 44 to its I. C. C. 1958-A, effective January 25, 1914, and eliminated from its tariff all of the competitive switching charges shown on that statement.

The Louisville & Nashville Railroad Terminal Tariff I. C. C. A-12658, however, shows all of the industries located on the individual terminals of the Louisville & Nashville Railroad in East Nashville and the individual terminals of the Nashville, Chattanooga & St. Louis Railway in West Nashville, and the industries on the Louisville & Nashville Terminal Company in the down town district; in fact they show every industry in Nashville located on what they term the Nashville Terminals at the present time; and competitive freight reaching Nashville via the Tennessee Central Railroad, destined to any of the industries shown in the Louisville & Nashville tariff, would have to be handled at the competitive switching rates shown in Exhibit Number 2, which are higher than the old rates of the Nashville, Chattanooga & St. Louis Railway.

I will file Exhibit Number 4.

Commissioner Meyer: Before you go on with that, Mr. Henderson, does the tariff of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis state that these companies will not switch through the junction with the Tennessee Central at any price?

Mr. Henderson: No, sir.

Commissioner Meyer: Has the tariff been filed that states that?

Mr. Henderson: No, sir, not that I have seen. The Nashville, Chattanooga & St. Louis, by amendment to its switching tariff, canceled all of the competitive switching rates shown on my Exhibit Number 3.

Commissioner Meyer: Do you know of any instance in which either company refused to accept for shipment a car on the basis of *its local distance tariff*?

Mr. Henderson: I do not know of any instance where they have ever refused to accept a car on the basis of these switching rates that I have shown. If it has ever been done I do not know it.

Commissioner Meyer: Then will you not please, for the benefit of the record, tell us where you derived this information that these companies will not now switch competitive freight to or from the junction with the Tennessee Central at any price?

Mr. Henderson: You mean the Nashville, Chattanooga & St. Louis?

Commissioner Meyer: Oh, that relates only to the Nashville, Chattanooga & St. Louis and not the Louisville & Nashville?

Mr. Henderson: No, sir; that was by revised page 44 of the Nashville, Chattanooga & St. Louis to I. C. C. Number 1958-A, effective January 25th, they eliminated these charges. They did not say that they would not accept the freight and handle it at the local mileage scale. They may do that yet. But under the Louisville & Nashville Tariff, all of these industries can be reached at the

207 Louisville & Nashville's switching charges shown on Exhibit Number 2, regardless of the Nashville, Chattanooga & St. Louis' cancellation.

Mr. Jouett: Just for information, I will say there is nothing in the Louisville & Nashville tariff that agrees to switching at these rates, is there?

Mr. Henderson: You mean the Louisville & Nashville switching tariff?

Mr. Jouett: Yes, sir.

Mr. Henderson: No, sir; those rates show where I got them—out of the Louisville & Nashville local tariff. This scale of rates between Nashville, Tennessee, and Overton, Tennessee, are published in their Nashville local tariff.

Commissioner Meyer: As I understand you, then, I. C. C. 1958-A eliminates the switching charges heretofore in effect, and you conclude from that that they will not receive for switching to the junction with the Tennessee Central any cars for the reason that there is not now any tariff in effect applicable to such movement.

Mr. Henderson: Well, I assumed that was the intention of the cancellation. Whether they have actually refused to do that, I do not know. That was my idea as to why it was canceled—that they would not do it.

Commissioner Meyer: You may proceed, Mr. Henderson.

Mr. Henderson: I will file Exhibit No. 4.

(The document in question was received in evidence and thereupon marked Complainant's Exhibit 4, Witness Henderson, received March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 4.

CITY OF NASHVILLE, ET AL.,
vs.

LOUISVILLE & NASHVILLE R. R. Co., ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

STATEMENT OF SWITCHING CHARGES AT
NASHVILLE, TENNESSEE, APPLICABLE BE-
TWEEN INDUSTRIES, WAREHOUSES, ELE-
VATORS, ETC., ON THE TENNESSEE CEN-
TRAL RAILROAD AND VINE HILL OR BAX-
TER HEIGHTS: JUNCTIONS WITH THE L. & N.
R. R. AND N. C. & St. L. R'y.

		Per Car
Non-competitive freight; all kinds, regardless of weight (See Note)		\$ 3.00
Competitive Freight:		
Articles Taking	Per car of	
1st class	30,000 pounds	36.00
2nd "	" "	30.00
3rd "	" "	27.00
4th "	" "	24.00
5th "	" "	18.00
6th "	" "	18.00
A	" "	18.00
B	" "	18.00
C	" "	7.50
D (Grain) See note	60,000 pounds	15.00
E	30,000 pounds	18.00
H	" "	18.00
F	" "	15.00
L	" "	12.00
M	" "	12.00
N	" "	9.00

O	30,000 pounds.....	\$ 9.00
R	" "	9.00
Logs (Except Walnut,		
Cherry, Cedar).....	50,000 pounds.....	12.50
Lumber	50,000 "	15.00
Special Iron	30,000 pounds.....	18.00
Commodities, regardless of wt.:		
Horses and mules		5.00
Cattle		5.00
Hogs & Sheep, Single Deck.....		5.00

NOTE: Switching charge between Hermitage Elevator Warehouse and Baxter Heights (Junction with Nashville, Chattanooga & St. Louis R'y) on grain, carload, \$2.00 per car both competitive and non-competitive.

Charges shown in paragraphs XII, XIII and XIV of the complaint and admitted in the answer of the Tennessee Central Railroad Co..

Tariff Authority—Tennessee Central Railroad, H. B. Chamberlain and W. K. McAlister, Receivers, I. C. C. No. A-274 and I. C. C. No. A-323.

208 Mr. Henderson: Exhibit Number 4 is a statement showing the switching charges at Nashville, applicable between industries, warehouses, elevators, etc., on the Tennessee Central Railroad and Nashville Terminal Company and Vine Hill or Baxter Heights; junctions with the Louisville & Nashville Railroad Company or Nashville, Chattanooga & St. Louis Railway at Nashville, respectively. This statement shows that the switching charge on all non-competitive freight, regardless of weight, except on grain to the Hermitage Elevator, is \$3.00 per car and the switching charges on competitive freight range from \$5.00 to \$36.00 per car, except on grain to the Hermitage elevator, these charges having been arrived at by using an average of 60,000 pounds on grain, 50,000 pounds on lumber and 30,000 pounds on other commodities.

Commissioner Meyer: Mr. Henderson, will you please take your Exhibit Number 1, which is this map of the Tennessee Central and identify Baxter Heights?

Mr. Henderson: Yes, sir.

Commissioner Meyer: I understand that that locality is immediately north of West End Park.

The record may show that the witness places a circle upon Exhibit Number 1 immediately below the red figure 15 to indicate Baxter Heights.

209 Mr. Henderson: Now this \$2.00 switching charge to and from the Hermitage elevator is ab-

sorbed by the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway on any competitive grain reaching Nashville via either of their lines and the outbound switching charge of \$2.00 is also absorbed by these lines when the grain is reshipped from Nashville via either the Louisville & Nashville Railroad or Nashville, Chattanooga & St. Louis Railway.

This is the only instance in which any switching charge on any commodity to or from any industry is absorbed by any of the Nashville lines and is also the only exception made whereby any non-competitive commodity is switched for less than \$3.00 per car, or whereby any competitive commodity is switched for less than the charges shown on Exhibits 2, 3 and 4 to my testimony, as applicable to competitive freight.

These exhibits, as explained, give the situation as to switching between the Nashville lines as it is today.

I was connected with the Southern Railway as chief clerk to the general freight agent of the Southern Railway at Nashville, for about nine months prior to the time the Tennessee Central Railroad resumed operation of its line on the first of July, 1908, and from that time

210 was chief clerk to the general freight agent of the Tennessee Central Railroad until February, 1911, when I became associated with the Traffic Bureau of Nashville, where I have been continuously ever since.

During my connection with the Southern Railway and the Tennessee Central Railroad, these switching rules were a continual source of annoyance to the receivers and shippers on all of the terminals, as it frequently happened, regardless of the efforts made by the Nashville merchants to have their freight arrive via the line on which they were located, through some oversight on their own part, or the part of the shipper, or of some one of the railroads participating in the haul, the car would arrive via the Tennessee Central Railroad consigned to a firm on the Louisville & Nashville Railroad or Nashville, Chattanooga & St. Louis Railway terminals, or vice versa. These cases came up constantly during my four years' service with the Nashville railroads and have continued since my connection with the Traffic Bureau.

Where there was no routing shown on the bill of lading, the consignee was either forced to pay these competitive switching rates or have the freight drayed,

211 except of course in cases where the shipper had failed to follow out the consignee's instructions, and in this case, the excess charges were charged back to the shipper. Where the bill of lading was properly

routed, the line making the error in routing was forced to stand the extra expense of making proper delivery, under authority of the Interstate Commerce Commission's Conference Rules, Number 214. However, regardless of whether the shipper, consignee or railroad made the error in routing and eventually paid the extra charge, the consignee was inconvenienced by the delay in effecting delivery and in a number of instances there was a delay in collecting back from the shipper or the railroad at fault, these excess charges.

These switching rates and rules and the inconveniences incident thereto have been discussed by the executive committee and the board of directors of the Traffic Bureau from time to time ever since the organization of the Bureau in January, 1911, and as a final result of these various discussions I, as commissioner of the Traffic Bureau, was instructed by the board of directors to address the traffic officials of the Louisville & Nashville Railroad, Tennessee Central Railroad Company, Nashville, Chattanooga & St. Louis Railway and Louisville & Nashville Terminal Company, asking that 212 restrictions applicable to competitive freight particularly, be removed and that the charge for competitive as well as non-competitive freight be made the same as at a majority of other points served by these carriers, and that several rules, and regulations which in our opinion were arbitrary and inconsistent, be removed from the tariffs and in accordance with these instructions, I wrote these officials, under date of August 8, 1913, as per copy of letter, which I will file as Exhibit Number 5.

(The letter, so offered and referred to, was received in evidence and thereupon marked Complainants' Exhibit 5, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 5.

CITY OF NASHVILLE, ET AL.,

vs.

LOUISVILLE & NASHVILLE RAILROAD CO., ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

TRAFFIC BUREAU OF NASHVILLE

Office of Commissioner

Nashville, Tenn., Aug. 8, 1913.

File 269-A

Mr. A. R. Smith, 3rd V. P.,

L. & N. R. R., Louisville, Ky.

Mr. H. B. Chamberlain, Receiver,
T. C. R. R., Nashville, Tenn.

Mr. H. F. Smith, V. P. & T. M.,
N. C. & St. L. R'y, Nashville, Tenn.

Mr. W. P. Bruce, Supt.,
L. & N. Terminal Co., Nashville, Tenn.

Dear Sirs:

The switching rates, rules and regulations in effect at Nashville have been the subject of correspondence and discussion between the railroads serving Nashville, and merchants and manufacturers of Nashville for a number of years, in fact since 1902, the beginning of the operation of the Tennessee Central Railroad.

The matter was discussed in Nashville on Feb. 20, 1907, at a joint conference between officials representing the Louisville & Nashville Railroad, Illinois Central Railroad, Southern Railway, Nashville, Chattanooga & St. Louis R'y, Nashville Terminal Co., Louisville & Nashville Terminal Company and a committee from the Board of Trade, and Nashville Grain Exchange, representing the merchants and manufacturers of Nashville and recently in the Coal Rate Case now pending before the Interstate Commerce Commission.

As a result of the 1907 conference the Nashville lines agreed to switch for each other non-competitive freight only, at a flat rate of \$3.00 per car, with the exception of *coal* by the Louisville & Nashville Railroad Co., Illinois Central Railroad and Southern Railway, and *coal, cement* and *plaster* by the N. C. & St. L. R'y.

At this conference the representatives of the Illinois Central Railroad and the Southern Railway, then operating under lease the Tennessee Central R. R. expressed a willingness to switch competitive as well as non-competitive freight at a reasonable switching charge, provided the other Nashville lines would do likewise.

The L. & N. Railroad, the N. C. & St. L. R'y and the L. & N. Terminal Co., declined to enter into any arrangement for switching competitive freight (except for each other) except at class rates, ranging from 12 cents, first class, down to $2\frac{1}{2}$ and 3 cents on heavy commodities, such as lumber, grain, etc.

These switching charges on competitive freight are still in force, and are, of course, prohibitive, and in effect mean that there is no switching of competitive freight between the Tennessee Central R. R. on the one hand, and the N. C. & St. L. R'y and L. & N. R. R. Co., on the other hand.

At the conference referred to, it was the consensus of opinion of the Nashville representatives, and we are of the same opinion, that the refusal of the Nashville lines to interchange competitive freight, on reasonable terms, is largely responsible for the fact that Nashville has not grown as a manufacturing and distributing center as rapidly as other cities in Tennessee and in other States, that have no more natural advantages, but do enjoy the free interchange, between all roads serving these other cities, of competitive as well as non-competitive freight, which privilege is denied Nashville.

The present rules of all the Nashville lines prohibit the switching, at any price, of cars between an industry, warehouse or elevator, situated on the terminals of the L. & N. R. R. Co., N. C. & St. L. R'y or the L. & N. Terminal Co., on the one hand, and an industry, warehouse or elevator on the Tennessee Central Railroad or Nashville Terminal Co., on the other hand.

This can not be considered competitive business, as under the existing rules, the only way this freight can be transferred, is by dray, which frequently prohibits the merchant on one terminal doing business with the merchant on the other terminal, and we see no reason why intraurban switching should not be performed by the Nashville lines at a nominal charge per car.

We know you realize the fact that the interests of Nashville and the lines serving Nashville are in many ways identical and that whatever affects the City of Nashville adversely, in the end operates to your disadvantage.

We believe that intraurban switching and the interchange of competitive as well as non-competitive freight, on a reasonable basis, would be greatly to the advantage of the City of Nashville and that the increased growth and the subsequent increased tonnage into and out of this city would more than offset any temporary loss at any of the lines serving Nashville might sustain on account of the establishment of the unrestricted switching arrangements we desire.

The Traffic Bureau of Nashville, on behalf of its members, and the City as a whole, asks that you give this matter careful consideration, and advise as promptly as possible, if you will not accede to this request, arranging between yourselves for intraurban switching and for the interchange of all freight regardless of the point of origin or the contents of the car, on a reasonable basis, in line

with charges made for similar services at other points.

Yours truly,

TRAFFIC BUREAU OF NASHVILLE

(Signed) T. M. HENDERSON,

(Copied by V)

Commissioner.

Mr. Henderson: This letter goes into the matter fully and explains just what revision was asked in these rules at that time.

I will file as Exhibit Number 6 a letter which is a reply to that letter just filed as Exhibit Number 5, from the superintendent of the Louisville & Nashville Terminal Company, in which he disclaims any authority and refers us to the traffic departments of the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway.

213 (The letter, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 6, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

Complainants' Exhibit No. 6.

CITY OF NASHVILLE, ET AL.,

vs.

LOUISVILLE & NASHVILLE RAILROAD CO., ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, NASHVILLE, CHATTANOOGA & ST. LOUIS R'Y, NASHVILLE TERMINALS.

Office of the Superintendent.

Nashville, Tenn., September 5, 1913.

Mr. T. M. Henderson,

Commissioner, Traffic Bureau of Nashville,
Nashville, Tenn.

Dear Sir:

In reply to your letter of August 8th, with reference to reciprocal switching arrangements at Nashville, I beg to advise that this matter is handled entirely by the Traffic Departments of the two roads operating the Nashville Terminals.

Yours truly,

(Signed) W. P. BRUCE,

Superintendent.

(Copied by V)

Mr. Henderson: I will file as Exhibit Number 7, reply from H. F. Smith, vice-president and traffic manager of the Nashville, Chattanooga & St. Louis Railway, in which he declines to discuss the matter.

(The letter, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 7, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 7

CITY OF NASHVILLE, ET AL.,

vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

Nashville, Chattanooga & St. Louis Railway,

Office of H. F. Smith, Vice President & Traffic Manager.

Nashville, Tenn., September 6, 1913.

Mr. T. M. Henderson, Commissioner,
Traffic Bureau of Nashville,
Nashville, Tennessee.

Dear Sir:

I have your letter of 8th ultimo (received in this office on 21st ultimo) relating to rules and regulations observed by the Louisville & Nashville Terminal Company in the conduct of this Company's Terminal freight service at Nashville.

So far as we know, the service rendered is reasonably and substantially satisfactory to our patrons—at least we are without specific information to the contrary.

It being generally understood that it is our purpose, pleasure and practice to serve our patrons efficiently, effectively, and satisfactorily, I am persuaded we may confidently anticipate receiving advice in the future, as in the past, from any of our Nashville shippers, receivers and manufacturers who may feel that the existing rules, rates and regulations governing the Terminal service this Company accords them is not reasonably efficient and satisfactory.

With best wishes.

Yours very truly,

(Signed) H. F. SMITH.

(Copied by V)

Vice-President & Traffic Manager.

Mr. Henderson: I will file as Exhibit Number 8, reply received from A. R. Smith, vice-president of the Louisville & Nashville Railroad Company, in reply to our request, in which Mr. Smith goes into the matter fully, giving his views and reasons for declining the request.

(The letter, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 8, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 8.

CITY OF NASHVILLE, ET AL.,
vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

Louisville & Nashville Railroad Co.,
Traffic Department,

Office of the Third Vice President.

Louisville, Ky., Sept. 4, 1913.

54316

Mr. T. M. Henderson, Commissioner,
Traffic Bureau of Nashville,
Nashville, Tenn.

Dear Sir:

I have delayed replying to your letter of August 8th, file 269-A, requesting that this company enter into reciprocal switching arrangements, generally, with the other Nashville lines, and also to arrange for so-called intraurban switching, with the intention of giving the proposition full thought and consideration.

Reciprocal Switching.

You, of course, are aware that the greater portion of the terminals of the N. C. & St. L. R'y and of the L. & N. R. R. are either jointly owned or are pooled; that the individual facilities of each of the two lines within the Nashville switching limits are approximately equal; and that the whole of the facilities are operated in joint interest. Your proposition, therefore, is that the L. & N. and N. C. & St. L. roads do a general switching business for the Tennessee Central Railroad.

The tracks of the L. & N. R. R. at Nashville were constructed at a very great cost, for the conduct of the business of said company, to serve the patrons at Nashville

in the transportation of business to and from that point, and to serve its patrons at other places in the conduct of business between such places and Nashville. The same is true, of course, of the tracks which it owns jointly with the N. C. & St. L. R'y. None of these tracks were constructed with the intention of permitting their use by any other carrier (except, of course, the N. C. & St. L. R'y) and it does not appear to us at all reasonable that we should be required to permit their use for any other traffic than that for which they were constructed. I know of no cases where terminal facilities are constructed by any road intended, directly or indirectly, to be used for the benefit of another railroad, whether the latter be a competitor or otherwise. Of course, it is not infrequently the case that there are pooling or rental arrangements as between railroads.

I desire to submit the following facts:

Our trackage facilities at Nashville are now taxed to their approximate limit in the conduct of the business for which they are intended. To cause them to be used for the conduct of the business of the Tennessee Central R. R. would crowd them beyond limit and cause, with respect both to that line and the two other lines, an excessive unit cost.

Should our terminal facilities at Nashville be used for the conduct of the business of the Tennessee Central R. R., or other companies who are not interested in the expense thereof, then the desire to construct additional terminals or tracks would be lessened. In the first place, this Company would not wish to invest its capital under such conditions, when it alone would have to bear the burden thereof; secondly, the non-owning lines having the use of the facilities constructed with other people's capital at a nominal charge—frequently less than cost—would have no incentive to construct facilities of its own, which would involve a heavy capital outlay and interest charge, which, plus the maintenance and operating expense, would produce a unit cost many times over the switching cost to be paid for the use of other people's facilities.

It is a fact, easily susceptible of positive proof, that it costs considerably more to switch another line's business than it does to switch one's own, as the average of the number of movements per individual car, in the first instance, is frequently more than double that in the second. This latter fact tends to congestion of terminals and consequent failure of prompt service on all of the traffic handled in the terminal. Thus, in addition to the

interest of the carrier, that of the public is seriously inconvenienced.

If a railroad provides trackage facilities to shippers, thereby enabling the latter to do their business at the lowest possible haulage costs, it does not seem reasonable that such shippers should expect the facilities afforded at the expense of the constructing carrier, to be used for the conduct or in the interest of any other carrier.

Reciprocal switching arrangements between railroads means what the term, on its face, implies; that is, approximately equal service and facilities are to be afforded by each of the two or more interested lines. Reciprocal switching arrangements necessarily must mean that the service performed by each for the other shall, to an approximately equal extent, justify the same. That this latter condition does not now exist at Nashville, so far as the respective Tennessee Central and L. & N.-N. C. & St. L. facilities are concerned, of course, must be quite well-known to you: there would be absolutely no reciprocity. The value of the facilities of the Tennessee Central R. R. to the L. & N. R. R. would offset the value of those of the L. & N. R. R. to the Tennessee Central only in the smallest degree, and there would be practically no compensation advantage to the L. & N. R. R. should its terminals be thrown open to the general use of the Tennessee Central R. R., or other similarly situated railroads, and the enormous expenditures made by the L. & N. R. R. would, by reciprocal switching, be open to the free use by the competitive lines without just compensation.

Any contention that the policy of the Louisville & Nashville R. R. at Nashville has been adverse to the interests of manufacturers located thereon, I do not believe can be successfully sustained. Said railroad not only switches traffic passing between points from and to which it does not compete, but it freely switches important commodities originating at or having destination at local stations on other lines, which displace the commodities handled by the L. & N. R. R.

Intraurban Switching.

In isolated instances, this Company has permitted freight to be loaded in a car at one point in the Nashville switching limits and moved to another, for a price. This privilege has been granted only where the inconvenience of local transportation is so great as to make the con-

cession desirable, and where such will not inconvenience other patrons at Nashville or elsewhere.

All of the facilities at Nashville, designed for use at that point locally, were constructed for the transportation of property and persons between Nashville and other communities; none were built for the purpose of doing a local switching or transfer business, and it must be obvious that we can not afford to spend a dollar in providing any facilities for the conduct of the latter traffic.

We are willing to continue, as long as we may be justified in doing so, the limited amount of local service at Nashville that we are now doing, under the same restrictions and conditions, but we can not afford to generally engage in such traffic.

When the supply of freight equipment is plentiful, no hardship will result in moving bulk or liquid commodities between one delivery in Nashville and another. The opposite is the case during the seasons of heavy freight movement and congested terminals. Our cars then should be devoted to those patrons who ship from one community to another, and for whose use and benefit the rails and equipment of the carrier were constructed. A car in use in handling a Nashville shipper's freight to Louisville is, approximately, no longer in that particular service than if it were moving a shipment to North Nashville; to illustrate: a car will be loaded at Nashville today and will be unloaded in Louisville tomorrow; no more time would be consumed than if it were unloaded at some other delivery in the Nashville switching limits.

The Nashville Shippers' Interest.

A most careful study of these matters, from the viewpoint of the shipping public at Nashville, so far as I am able to comprehend it, leads me to the conclusion that the policies of the N. C. & St. L. R'y and L. & N. R. R. in the matters dealt with, are not in any wise inimical to the interests of said public.

As to switching: Of course, as you are aware, the non-competitive traffic of the Tennessee Central R. R. with one exception, is switched on the joint terminals.

The rates of the L. & N. R. R. and N. C. & St. L. R'y into and out of Nashville on competitive traffic are as low as those of the Tennessee Central R. R., in all instances; if they should not be, in any instance, the traffic involved becomes non-competitive.

I think I may fairly claim that the transportation service of the L. & N. R. R. and the N. C. & St. L. R'y

can not be excelled by any other railroad in the South; these two roads, with their connections, can give as good service in any direction as can their competitor and its connections.

Now, these two facts being admitted, how can it be against the interest of a Nashville shipper or receiver located on the joint tracks heretofore described, if he is asked to use the rails of the proprietary lines, securing as good or better transportation service, and at just as low freight charges? It will not gain the shipper anything, for instance, if he be permitted to use the Illinois Central R. R. and Tennessee Central R. R. in handling a shipment from St. Louis, but it would be greatly against the interest of the L. & N. R. R. which has built its rails to St. Louis and has constructed expensive terminals at Nashville on which to handle thereat the St. Louis traffic.

On the other hand, I believe, to switch the Tennessee Central R. R.'s competitive traffic would, in the end, prove a positive detriment. On an outbound shipment there would be the delay in procuring an empty car and placing it, as against what would occur in case the car was ordered for L. & N. handling. Both in and outbound there would necessarily be a delay in switching a car around to the Tennessee Central Railroad, which would consume as much time in its own switching as if the car had been handled over the L. & N. R. R. The consequent extra service would inevitably back up on the straight L. & N. business that this shipper, and all others, might do. In other words, the efficiency of the whole of the terminal service of the L. & N. R. R. would be slackened to the detriment of the whole shipping and receiving public.

Beyond the mere satisfaction that might be accorded him due to the fact that a shipper would have the option of using the rails of our competitor, I am unable to see a single point of advantage that would accrue to the Nashville shipping public were your request acceded to. I feel though, that our patrons, on further consideration of the question, will concede the injustice of insisting that a railroad company which has exercised forethought and has spent millions of money in the acquisition and construction of valuable terminals, ought not to be required to surrender these to the use of a competing line, with the double result of hampering its own use of the terminals, and, at the same time, enabling the competitor to deprive the owning company of the benefit of its investment, when the net result is merely an advantage to the

rival company, and with no corresponding advantage to the public.

With regard to the local switching feature: Were the L. & N. R. R. to agree to the proposition, I can see where, in sporadic cases, it might be of benefit to have the railroad company compete with the wagons in the city transfer of freight, provided it is done at a nominal charge. As I have stated to you, important instances where the commodity itself is such as not to readily bear wagon transportation have been pretty well taken care of. But, were we to accede to the wishes of the few shippers in this matter, it would inevitably work to the detriment of the Nashville public at large, in depleting the available supply of cars—which very often, at periods in the year, ranges below the demand—and the extra service that would be caused the railroads would add to the congestion and be detrimental to that efficiency of service for which the road and its facilities were constructed and which the public has every right to demand shall be kept up to the highest possible mark. In short, I mean to accede to this request, aside from any railroad interest involved, would be to meet the wishes of a few, contrary to the interests of the whole of the shipping public.

In stating these matters to you, I have frequently coupled the N. C. & St. L. R'y with the L. & N. R. R.: you should not consider such expressions as meaning that I am speaking for the management of the N. C. & St. L. R'y. This coupling is due to the joint ownership and joint operation of the major terminals in Nashville, making it otherwise difficult to clearly state the conditions.

Yours truly,

(Signed) A. R. SMITH,

Third Vice President.

Diet.

(Copied by V)

Mr. Henderson: I will also file as Exhibit Number 9, reply received from H. B. Chamberlain, one of
214 the receivers of the Tennessee Central Railroad Company.

(The letter, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 9, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 9.

CITY OF NASHVILLE, ET AL.,
vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

Tennessee Central Railroad Company.

H. B. Chamberlain & W. K. McAllister, Receivers.

Nashville, Tenn., September 15, 1915.

File 29 T D

Reciprocal Switching at Nashville.

Mr. T. M. Henderson,

Commissioner, Traffic Bureau of Nashville,
Nashville, Tenn.

Dear sir:

With reference to your joint letter of August 8th, file 269-A, which was not received until August 21st.

I regret I have not been able to give this communication the attention it deserves until now, in fact I do not know now that I can add anything to what has already been expressed by the officers of the Tennessee Central prior to the receivership.

The Receivers firmly believe that reciprocal switching in Nashville would be of great benefit to the City in the way of building Nashville up, as it should be, thereby increasing its industries and population the same as has been done in other southern cities where reciprocal switching has existed, in fact this statement need not apply only to southern cities, but is what has built up many northern cities.

Railroads in our judgment are bound to profit by increased business when such results are attained, and we are prepared at all times to meet the representatives of other roads with a view of working to the end suggested in the closing paragraph of your letter.

Yours truly,

(Signed) H. B. CHAMBERLAIN,
Receiver.

Mr. Henderson: Mr. Chamberlain expressed the opinion that the arrangement requested by us would be of great benefit to the city and to the railroads as well, stating that his company was at all times willing to meet the representatives of the other roads with a view of working to the end suggested in our communication to the traffic officials of these roads.

The refusal of the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway to make any change in the existing rates and rules applicable to switching at Nashville, and the offer of the Tennessee Central Railroad to join the other lines in making the desired arrangement, was submitted to the directors, and before proceeding further in the matter a meeting of the members of the Traffic Bureau was called, and I will file as Exhibit Number 10 certified copy of the minutes of the called meeting, held September 16, 1913.

215 (The minutes of the meeting, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 10, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY) Complainants' Exhibit No. 10

CITY OF NASHVILLE, ET AL.,

vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

Minutes, called meeting, Traffic Bureau of Nashville,
held Sept. 16, 1913.

Present:

President Martin,
C. S. Kincaid, of Castner-Knott Dry Goods Co.,
J. R. Jackson, of Orr, Jackson & Co.,
J. J. Naive, of Naive-Spillers Co.,
F. C. Woods, Cumberland Seed Co.,
Ed. Reece, of McKay, Reece & Co.,
T. M. Henderson,
T. J. Burke,
E. M. Foster, of the Banner Pub. Co.,
Brown Buford, of H. G. Lipscomb & Co.,
W. H. Clarke, of Phillipps & Buttorff Mfg. Co.,
W. B. Dickerson, of American Paper Box Co.,
R. D. Herbert, of W. G. Bush & Co.,
D. W. Binns, of Jones & Hopkins Mfg. Co.,
Frank W. Washington, of Brandon Printing Co.,
Harry Murrey, of Orr, Mizell & Murrey,
J. C. McQuiddy, of McQuiddy Printing Co.,
John Coode, of Phillips-Trawick Co.,
C. M. Morford, of Ragland-Baxter-Morford Co.,
E. S. Shannon,
T. R. Lesuer,
C. E. Hunt, of Hunt, Washington & Smith,

W. C. Pollard, of Gray & Dudley Hdwe. Co.,

A. L. Lowe, of F. G. Lowe & Co.,

G. C. Billingsley, of Bradford Wholesale Furn. Co.,

Morris and W. L. Davis, of Harris, Davis & Co.

President Martin stated the purpose of meeting, outlined the work of the Bureau in Atlanta, Birmingham and Bowling Green rate cases, Pacific Coast rates, coal case and Express case.

He announced all obligations met except a contingent fee of \$1,000.00 to be due in the event of a material reduction in coal rates.

He suggested the duty of taking up the question of Reciprocal Switching.

He read copy of an appeal to the Railroads entering Nashville for the privilege of interswitching.

He read letter of V. P., A. R. Smith, of L. & N. R. R. courteously declining to allow the privilege and giving his reasons therefor.

He also read reply of H. F. Smith, V. P. & Traffic Mgr. of N. C. & St. L. R'y, declining the privilege.

He next read letter of W. P. Bruce, Master of terminals of L. & N. Terminal Co., disclaiming any jurisdiction over the matter.

Also of H. B. Chamberlain, Associate Receiver of the Tennessee Central R. R., agreeing to join with the other roads in any such move.

Mr. Martin disclaimed that any of the reasons against granting our request really existed.

He called on Commissioner Henderson to state the recent decisions of the Interstate Commerce Commission on similar requests from other cities.

Commissioner Henderson cited the petition of Baltimore vs. Pennsylvania R. R., and of St. Louis, Peoria & Springfield R. R. vs. the Peoria & Pekin Union, and of Pensacola case, where the L. & N. R. R. itself, was assailed.

Mr. Foster asked recommendation of Executive Committee and Directorate, and cost of prosecuting the case.

Mr. Martin answered that the Executives recommended filing petition and estimated cost at \$4,000 or \$5,000, predicted a hard fight, and individually urged that we make the fight.

Mr. Morris, mentioned cost to shippers of perishable goods refused by consignees as goods ordered T. C. delivery, which delivery was refused on account of failure of shippers to properly route. He said he knew of losses of several hundreds of dollars by refusal of N. C. & St. L. R'y to deliver car to L. & N. tracks.

He claimed the losses arose from lack of acquaintance of the outside shipping world with the fact that Nashville's was in isolated case.

Mr. Hunt said the territory from which they buy was limited to fields tapped by connections of the several lines in Nashville.

Mr. Foster moved 'tis the sense of this meeting that the petition for the relief be made and that Executive Committee be instructed to proceed and that President appoint a committee to confer with other commercial bodies and ask their co-operations in raising funds to push the case to a conclusion.

This was seconded by Mr. Goode.

Mr. Morford said that prospecting railroads and manufacturers will fight shy of a town so tied up as to terminals as Nashville.

Mr. A. L. Lowe said he believed all the members would assume their proportion of the cost mentioned, and said he, for one, would assume his share.

Mr. Shannon said he believed such action was necessary, and believed the City of Nashville should be asked to co-operate.

Motion carried.

It was moved that it be recommended to the Executive Committee that petitions be filed before both the State and the Interstate Commissions, and that a circular be sent all other members, asking that the entire membership signify to the Committee their willingness to assume a proportion of the expense to be borne by this Bureau and state the proportion assumed.

Carried.

Meeting then adjourned.

(Signed) W. H. CLARKE, *Secretary*.

Approved:

C. S. MARTIN, *Chairman*.

Mr. Henderson: At this meeting the question was discussed and it was the consensus of opinion of the members present that a formal petition should be filed, both before the State Railroad Commission and the Interstate Commerce Commission, protesting against the present switching rates, rules and regulations, and asking that reasonable rates, rules and regulations be established, and the petition was filed with the Interstate Commerce Commission on January 12, 1914, as a joint complaint of the city of Nashville and the Traffic Bureau, which is the complaint now under discussion.

The complaint alleges in paragraph 1 that petitioner,

City of Nashville, is a corporation organized and existing under the laws of the State of Tennessee; is authorized and empowered by its charter of incorporation to plead and be impleaded in all courts of law and equity and in all actions whatsoever, and that the Traffic Bureau of Nashville is an association of merchants and manufacturers of Nashville, located in the city of Nashville, State of Tennessee, and is incorporated under the laws of the State of Tennessee.

In all of the answers of the defendants, it is stated that they have not sufficient knowledge or information to enable them to either admit or deny these allegations. I have previously testified as to the incorporation of the Traffic Bureau and if there is any desire to question the allegations contained in paragraph 1 of the complaint, we will submit charters of the city of Nashville and of the Traffic Bureau of Nashville, if this is necessary.

Mr. Jouett: We will not make any question about that incorporation.

Mr. Henderson: I only want to offer it if there is any question.

Mr. Jouett: There will be no question as to the incorporation of the city of Nashville or the Traffic Bureau.

Mr. Henderson: Paragraph 2 of the complaint charges that defendants are common carriers, subject to the Act to Regulate Commerce, which is admitted by all of the defendants in their answers.

The complaint alleges in paragraph 3 that the Louisville & Nashville Terminal Company is a terminal corporation created and organized under the laws of the State of Tennessee and that said company does not file with this Commission any switching or terminal tariffs, the property being leased for 99 years from December 3, 1902, to the Louisville & Nashville Railroad Company, and the Nashville, Chattanooga & St. Louis Railway.

This is admitted in the answers of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, except that these companies state that December 3, 1902, should be substituted for July 1, 1896, evidently meaning that July 1, 1896, is the date of the lease, and that this date should be substituted for that shown in the complaint, and the answer of the Louisville & Nashville Terminal Company confirms this, except in this answer the date of the lease is given as June 15, 1896, and modified by supplemental lease of December 3, 1902, stating that since June 15, 1896, the Louisville & Nashville Terminal Company has had no participation,

direct or indirect, with any of the matters or subjects referred to in the complaint, the rules and rates complained of, therefore, are the rules and rates of the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway, individually, as lessees of the Louisville & Nashville Terminal Company.

Paragraph 4 of the complaint is an allegation as to the Nashville Terminal Company, similar to that in paragraph 3, relating to the Louisville & Nashville Terminal Company, and the allegations in this paragraph are admitted to be correct in the answer of the Tennessee Central Railroad Company.

Paragraph 5 alleges the ownership of the entire capital stock of the Louisville & Nashville Terminal Company, and also alleges the control of the Nashville, Chattanooga & St. Louis Railway, through ownership of 71.78 per cent of the total outstanding capital stock of that company, by the Louisville & Nashville Railroad Company.

The answer of the Louisville & Nashville Railroad admits the ownership of the Louisville & Nashville Terminal Company stock and the ownership of the Nashville, Chattanooga & St. Louis Railway stock, but says that the Nashville, Chattanooga & St. Louis Railway is wholly separate from and independent of the Louisville & Nashville Railroad in its management, operation and general policies.

The answer of the Nashville, Chattanooga & St. Louis Railway also admits the ownership of the stock by the Louisville & Nashville Railroad, but denies that its operation is controlled by the Louisville & Nashville Railroad.

It is admitted by both of these defendants that the Louisville & Nashville Railroad Company does own a controlling interest in the stock of the Nashville, Chattanooga & St. Louis Railway, and it is a self-evident fact that owning and voting a large majority of the outstanding stock, that the Louisville & Nashville Railroad Company can at any time it desires to do so, absolutely control the Nashville, Chattanooga & St. Louis Railway, not only in its management and operation, but in its general policies, but to what extent this control is actually exercised, it is manifestly impossible for any one but an executive official of one of the other of the roads to pay.

Paragraph 6 of the complaint quotes rules and regulations, as published in the Louisville & Nashville Railroad Terminal Tariff, I. C. C. A-12658, applicable to

switching and other terminal charges at Nashville, and these charges as set out in the complaint are admitted in the answer of the Louisville & Nashville Railroad Company, except the addition following Nashville, Tennessee, seventh line from the bottom, of these words, "Whether such charges are absorbed by this company or added to its rates to and from Nashville, Tennessee."

We accept this correction, these words being left out through clerical error in copying the rules.

220 The Louisville & Nashville Railroad also denies that the absorption of switching charges authorized in Rule 4½, quoted on page 9 of the complaint, gives undue and unreasonable preference and advantage to carload grain traffic to and from the Hermitage elevator, or to the Hermitage elevator itself, or that it subjects all, or any, competitive carload freight at Nashville, or all or any industries, warehouses or elevators situated on the sidings or tracks of, or private sidings which connect with the Tennessee Central Railroad or the Nashville Terminal Company at Nashville, to undue or unreasonable preference or disadvantage, or that same is in violation of the Act to Regulate Commerce.

The Louisville & Nashville Railroad states in its answer it has not published in its tariff that it absorbs switching charge on competitive grain traffic to and from industries on the Tennessee Central Railroad, other than the Hermitage elevator, because the Tennessee Central Railroad does not switch such competitive traffic for the Louisville & Nashville Railroad to and from other industries, and the Louisville & Nashville Railroad Company, in its answer, states that the Louisville & Nashville Railroad is ready and willing to absorb the switching charge of the Tennessee Central Railroad upon all competitive traffic, whether grain or other traffic, moving to and from any and all other industries on the Tennessee Central Railroad to which the Tennessee Central will switch for the Louisville & Nashville Railroad.

221 The Tennessee Central Railroad does, and will switch all competitive traffic of all kinds moving to and from any and all industries upon the Tennessee Central Railroad at Nashville, reaching Nashville or forwarded from Nashville via the Louisville & Nashville Railroad at the switching charges specified in paragraph 13 of the complaint, which are shown in my Exhibit Number 4, and which are admitted in the answer of the Tennessee Central Railroad Company to this complaint.

It is admitted by the Louisville & Nashville Railroad

that they do absorb switching charge on competitive grain to and from the Hermitage elevator.

It is also admitted by the Louisville & Nashville Railroad that they do not absorb switching charge on grain or any other commodity to or from any other industry.

Mr. Jouett: Where is that admitted?

Mr. Henderson: Well, you admit it in your answer when you say you won't do it because you won't switch it. You admit that you do not do it in any other place.

222 Mr. Jouett: I do not think that is quite a fair statement of it, to say that they won't switch it if the other road won't do it. I do not know whether the Commissioner catches the point there—on page 4 of our answer you will see the situation. I do not want to interrupt him except to just let him explain that as he goes along.

Commissioner Meyer: This brings it to the attention of the Commission.

Mr. Henderson: On page 4 of your answer, paragraph 6, you said that "Defendant says it has not published in its tariff that it will absorb such switching charge upon competitive grain traffic to and from industries on the Tennessee Central Railroad other than said Hermitage elevator, because said company does not switch such competitive traffic for this defendant to and from other industries on its line."

Now, if you have not published it in your tariff you can not absorb it. So, I say it is admitted by your answer that you did not absorb any switching charge on anything except competitive grain to and from the Hermitage elevator; that is true, is it not?

Mr. Jouett: That is true, with that exception given; I say that there is no switching charge to absorb.

223 Commissioner Meyer: Well, if you wish to supplement that you can do it when you call your witnesses.

Mr. Jouett: Yes, sir.

Mr. Henderson: Now, the mere fact that they are willing to absorb on other traffic to and from other industries, does not remove the preference and advantage given grain traffic to and from this elevator, and the elevator itself, nor does it remove the prejudice and disadvantage to which other industries and their traffic is subjected until they actually do for these other industries and for this other competitive traffic what they are now doing for competitive grain traffic to and from the Hermitage elevator.

We might as well say that because I might be willing to rob a bank I might be put in jail for it. You could not do it until after I robbed the bank.

Mr. Jouett: Now, we are willing to give you this \$2.00 in this case and in others where the tariff will permit.

Mr. Henderson: You might say you are willing to pay a shipper \$4.00 a car to load his freight over your line, but you are not guilty of rebating until you do it. The fact that you might be willing to do it does not make you guilty.

The Louisville & Nashville Railroad Company denies that the switching charge of \$3.00 per car on non-
224 competitive traffic, authorized by Rule 15, quoted on page 10 of the complaint, is unjust or unreasonable in and of itself, or relatively so. This statement is made with reference to the \$3.00 switching charge to all of the Nashville lines, and I will discuss that later and its application to all three of the rates at the same time.

The Louisville & Nashville Railroad also admits in their answer that at the time the complaint was filed, the tariff excepted coal from its provisions, when coming from the Tennessee Central Railroad, whether from competitive or non-competitive points, but denies that this subjected coal to undue and unreasonable prejudice and disadvantage, and states further that since the filing of the complaint, its tariff has been amended so that coal is no longer excepted from its provisions.

This amendment was made effective February 15, 1914, in partial compliance with the order of the Interstate Commerce Commission, I. C. C. Docket 4604, Traffic Bureau of Nashville vs. Louisville & Nashville Railroad, et al., in which the Commission ordered the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway to apply the same rates, rules and regulations to coal reaching Nashville via the Tennessee Central Railroad as they contemporaneously maintain

225 with respect to coal reaching Nashville either via the Louisville & Nashville Railroad or Nashville, Chattanooga & St. Louis Railway, and while the three roads have amended their switching tariffs so that non-competitive coal is now switched at \$3.00 per car, the same as other non-competitive freight, I do not consider that this is in strict compliance with the order of the Commission, as the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis, between themselves, make no difference in competitive and non-competitive coal.

Rule 15-B, quoted on page 10 of the complaint, applies to intraurban, or cross-town, switching, between elevators on the terminal limits of the Louisville & Nashville Railroad and elevators or warehouses on the Tennessee Central, all within the city limits. This is a matter, therefore, for the consideration of the State Railroad Commission and the complaint does not make any allegation with reference to this particular rule being in violation of the Act to Regulate Commerce.

Paragraph 7 of the complaint sets out the switching charges of the Louisville & Nashville Railroad Company applicable to competitive freight, which are, as
226 shown in my Exhibit Number 2, and charges that these rates are unreasonable in and of themselves and relatively so in violation of Sections 1 and 3 of the Act to Regulate Commerce.

The Louisville & Nashville Railroad, in its answer, denies all the allegations contained in paragraph 7, but discussing paragraph 10 admits that competitive freight destined to or forwarded from Nashville via the Tennessee Central Railroad is subjected to the charges set out in paragraphs 7 and 8 of the complaint. I assume, therefore, that it was the intention of the Louisville & Nashville Railroad Company to deny only the unreasonableness of the rates and the discriminations charged, as they admit the accuracy of the rates and the fact that they are charged on competitive business, in answer to another section of the complaint.

Now, this same charge is made with reference to the Nashville, Chattanooga & St. Louis and Tennessee Central competitive switching rates, and those I will discuss later, at one time, as to all three of the roads.

Paragraph 8 of the petition sets out the switching charges of the Nashville, Chattanooga & St. Louis Railway, as published in its Terminal Tariff Number 2, I. C.

C. 1958-A. These charges are as shown in my Exhibit Number 3, which has already been explained.
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The accuracy of the rules and regulations, as set out in the complaint, are admitted in the answer of the Nashville, Chattanooga & St. Louis Railway. This defendant, however, denies that these rates and rules are unreasonable or discriminatory, and as the same allegations are made with reference to the Louisville & Nashville Railroad and with reference to the Nashville, Chattanooga & St. Louis Railway, this feature will be discussed later in its application to all three of the lines.

The Nashville, Chattanooga & St. Louis neither admits nor denies that Rule 5, quoted on pages 16 and 17

of the petition, gives undue or unreasonable preference to carload grain traffic, but merely states that this rule has been canceled by amendment to said tariff, said amendment being 9th revised page 44, effective January 25, 1914, so that the question of discrimination no longer remains with respect to this particular rule.

As to the revised rule applicable to switching coal reaching Nashville via the Tennessee Central Railroad, the tariff has been amended and the Nashville, Chattanooga & St. Louis will now switch non-competitive

228 coal from the Tennessee Central Railroad at \$3.00 per car, but for reasons just given with reference to the Louisville & Nashville Railroad Tariff that does not seem to be a strict compliance with the order of the Interstate Commerce Commission, in Case Number 4604, in that the order of the Commission made no distinction between competitive and non-competitive coal.

The Nashville, Chattanooga & St. Louis Railway's answer also states the Rule 8, quoted on page 17 of the petition, which shows the competitive switching charges set out in my Exhibit Number 3, has been canceled.

This is a fact, but, as previously explained, the traffic reaching Nashville and forwarded from Nashville via the Tennessee Central Railroad, to and from industries located on the individual terminals of the Nashville, Chattanooga & St. Louis Railway, is now subjected to even higher charges, as published by the Louisville & Nashville Railroad, and set out in my Exhibit Number 2, which are even higher than the old rates of the Nashville, Chattanooga & St. Louis Railroad.

Paragraph 9 of the complaint quotes the rule of the Nashville, Chattanooga & St. Louis Railway, authorizing the absorption of the switching charge of \$2.00 per car

on all competitive grain, inbound and outbound, to
229 and from the Hermitage elevator.

The accuracy of this rule is admitted in the answer of this defendant, but that this absorption gives any undue and unreasonable preference and advantage to carload competitive grain traffic to and from the Hermitage elevator, or that it constitutes discrimination, is denied, the Nashville, Chattanooga & St. Louis further stating that it would be willing to make like absorptions on grain traffic in carloads, when consigned to or forwarded from other elevators on the tracks of the Nashville Terminal Company, were other elevators in existence.

Why this absorption should be confined to grain traffic, in the first place, it is not clear to me. Furthermore,

as shown here this morning, there are other elevators on the terminals of the Tennessee Central Railroad, the Mc-Lemore-Crutcher Elevator, being in practically the same business as the Hermitage Elevator, the shelling business. They are not as large, but they are a terminal elevator and in active competition with the Hermitage Elevator. The Nashville, Chattanooga & St. Louis Railway do not absorb \$2.00 or any other amount on any traffic except this competitive grain traffic to and from the Hermitage Elevator, and the fact that they are willing to do so does not remove the discrimination, nor does it remove the prejudice and disadvantage to which other industries and other traffic is subjected until they actually do for these other industries and for this other competitive traffic what they are now doing for competitive grain traffic to and from the Hermitage Elevator.

The accuracy of the terminal conditions and practices, as set out in paragraph 10 of the complaint, are admitted by both the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, and in this paragraph 10 the Louisville & Nashville Railroad admit that freight destined to or forwarded from Nashville by way of the Tennessee Central Railroad is subjected to the switching charges set out in paragraphs 7 and 8 of the complaint. They deny, however, that those charges are unreasonable or discriminatory, and I will take that up later in connection with all three lines.

Now both the Nashville, Chattanooga & St. Louis and the Louisville & Nashville, however, admit that the Louisville & Nashville Railroad has individually owned tracks, switches and terminal facilities, and that the Nashville, Chattanooga & St. Louis Railway has individually owned switches, tracks and terminal facilities within the terminal limits of Nashville, Tennessee, and the unreasonableness of the rates and discriminations created thereby will be discussed later in connection with its application to the rates and rules of the three defendants in this case.

Paragraph 11 of the complaint alleges that the switching rates, rules and regulations and the discriminations created thereby, as described in paragraphs 6, 7, 8, 9 and 10, were established and made by mutual agreement and concert of action by and between and among respondents, Louisville & Nashville Railroad Company, Louisville & Nashville Terminal Company and Nashville, Chattanooga & St. Louis Railway, which allegation is denied, although the answers of the defendants, themselves, are, in my opinion, a practical admission that this charge is cor-

rect, as these various leases and contracts between the three defendants could not have possibly been made except by mutual agreement and concert of action, and the answer of the Louisville & Nashville Railroad Company, in paragraph 5 distinctly admits that the kinship between the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, growing out of the fact that the Louisville & Nashville Railroad owns a majority of the stock of the Nashville, Chattanooga & St.

232 Louis Railway, was one of the causes inducing the formation of the arrangement for operating terminals at Nashville, set out in paragraph 10 of the complaint. They were, it seems to me, bound to have been mutually satisfactory and agreeable or they would not have been made. If not made that way, the only other way it could have been done was for the Louisville & Nashville to force it upon the Nashville, Chattanooga & St. Louis, so I think one or the other of those conditions is bound to be true.

Mr. Commissioner, we gave notice to the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, on March 17th that we would call on these lines to produce here copies of the Nashville, Chattanooga & St. Louis routing circular, dated September 1, 1906, issued under Nashville, Chattanooga & St. Louis Railroad Company's file Number 17104, and a corresponding circular issued by the Louisville & Nashville Railroad Company. The Nashville, Chattanooga & St. Louis circular number is 2142-A. I have only one copy and it will be practically impossible to reproduce it. Will those circulars be admitted?

Commissioner Meyer: Mr. Henderson, just what is the connection between that and the matters you wish to bring to the attention of the Commission?

233 Mr. Henderson: That is the circular which shows by maps, keys and other instructions the division of practically the entire United States relative to—

Commissioner Meyer (interrupting): I am familiar with that, Mr. Henderson.

Mr. Henderson: That was introduced simply to show that not only in these particular rules, but practically everything, there is a concerted action on the part of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, which we charge in this complaint—merely one other proof of it.

Commissioner Meyer: Well, you do not care for the purposes of this proceeding, to go into the terms of that

understanding and the suggestions contained in the circular that you hold in your hands?

Mr. Henderson: No, sir; I have no remarks to make about it. It speaks for itself, and I would like to file this one copy, if the railroads are not going to file it.

Mr. Jouett: Well, Mr. Commissioner, I have a similar statement that was issued by the Louisville & Nashville Railroad, that is, the one that corresponds to the one of the Nashville, Chattanooga & St. Louis Railroad way, and there is no disposition on the part of the Louisville & Nashville Railroad to withhold this from the Commission, and we would be perfectly willing to present it for your examination, but as a matter of evidence here we consider it wholly incompetent. This is a hearing for the determination of the propriety of switching practices at Nashville. The paper we have relates to certain routing arrangements and soliciting arrangements covering shipments to other points.

Commissioner Meyer: Well, that is why I asked Mr. Henderson that question.

Mr. Jouett: Yes.

Commissioner Meyer: I wanted to understand it from his point of view he thought we ought to go into those things in this proceeding. Now, do you think that is essential and necessary in this case, Mr. Henderson?

Mr. Henderson: The charge is made in this complaint as to concerted action between the roads with respect to Nashville switching. That has been denied. Now, we think that this circular does throw some light on that particular feature and not as to the switching rules, or the reasonableness of them or the reasons that they were made.

Mr. Jouett: The only charge is that the Louisville & Nashville controls the Nashville, Chattanooga & St. Louis. This paper, if it has any meaning, relates, it will be claimed, and it may be claimed, to a division of the territory, perhaps to a violation of the anti-trust Act. I am just considering what I have seen in the papers, and I assume that the other side will contend for if it ever comes up for investigation, but it is wholly irrelevant for this hearing.

Commissioner Meyer: Might it not be understood, Mr. Henderson, that if at any point it becomes important in this proceeding, from your point of view, to refer to this circular, or allied circulars, that may be done, but not introduce it at this point and possibly open the cross-examination upon that circular. In another proceeding that matter will probably be brought up, but it is not clear

to me why at this point we should go into that feature of the general investigation.

Mr. Henderson: It was not my desire or intention to go into the circular on the merits of it at all, Mr. Commissioner. It was simply, I thought it threw some light on the control, and the possible control, of the Nashville, Chattanooga & St. Louis that we had charged in
236 this complaint, and which has been denied.

Commissioner Meyer: Now, as to the intercorporate relations of the companies, the Commission has information, and it so happens that the Commission does have information in regard to all those matters, and you realize if we would go into that it would take some time. The carriers would want to make their explanation, you would want to ask them questions, and I am not clear that it would assist in this present proceeding.

Mr. Jouett: That is it; when the time comes we expect to justify that fully.

Commissioner Meyer: Not having been advised that you would have a copy, and not having been advised that the carriers would bring copies, I have copies of all of those documents right here.

Mr. Jouett: Everybody is ready.

Mr. Henderson: If it is admitted that those circulars are in effect, that is all I want.

Commissioner Meyer: And for your information, Mr. Henderson, as well as these gentlemen here, I have read them all.

Mr. Henderson: That is all that is necessary.

Commissioner Meyer: It will be satisfactory to you, Mr. Henderson, not to introduce this circular?

237 Mr. Henderson: Yes, sir; I will not introduce that.

Commissioner Meyer: Very well.

Mr. Henderson: Paragraph 12 of the complaint sets out the switching rates and rules as published by the Tennessee Central Railroad, and the accuracy of these rules is admitted in the answer of this defendant; the Tennessee Central Railroad denying, however, that the switching charge of \$3.00 on non-competitive carload freight is unreasonable, and since the complaint was filed the switching tariff of the Tennessee Central Railroad has been corrected in compliance with the order of the Interstate Commerce Commission in I. C. C. Docket Number 4604, and this defendant now switches non-competitive coal reaching Nashville via the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis

Railway at \$3.00 per car, the same as other non-competitive traffic.

The unreasonableness of the \$3.00 charge will be taken up later on in its application to all of the lines.

Paragraph 13 of the petition sets out other switching charges of the Tennessee Central Railroad, as published in its I. C. C. Number A-274, the accuracy of the rules being admitted in the answer of the Tennessee Central

238 Railroad, but it denies that the fact that this company switches competitive and non-competitive grain traffic to and from the Hermitage Elevator for \$2.00 per car, while charging \$3.00 per car on other non-competitive traffic to and from other industries, and the competitive switching charges, as shown in my Exhibit Number 4 on all other competitive traffic to and from all other industries, gives undue or unreasonable preference to the grain traffic to and from the Hermitage Elevator and to the elevator itself, and subjects all other carload freight traffic to and from all other industries to undue and unreasonable prejudice and disadvantage in violation of the Act to Regulate Commerce.

It is admitted by the Tennessee Central Railroad that the service is performed for this particular industry at a less charge than that made to all other industries.

There are other industries on the terminals of the Tennessee Central Railroad, intermediate between Baxter Heights and Hermitage Elevator, and to these industries where the switching service is less than that performed in handling grain to the Hermitage Elevator, the switching charge is \$3.00 per car on non-competitive traffic and on competitive freight, the charge ranges from \$5.00 to \$36.00 per car, according to the commodity.

239 In my opinion, this is certainly a discrimination.

However, this matter will have to be decided by the Commission. The facts are admitted and it is a question for argument and not for proof.

The Tennessee Central Railroad, in its answer, states that it does not undertake to justify the reasonableness of 60 cents per ton for switching coal, and, as previously charges, this charge has been canceled, and non-competitive coal is now switched for \$3.00 per car the same as charged for other non-competitive traffic.

Paragraph 14 of the complaint sets out the switching charges of the Tennessee Central Railroad on competitive traffic, which charges were explained in connection with my Exhibit Number 4, and the accuracy of these

rates is admitted in the answer of the Tennessee Central Railroad.

This defendant states, in its answer, that it does not undertake to justify the reasonableness of these rates.

Paragraph 15 alleges that physical connections now exist between all of respondents' lines, terminal yards and tracks at points within what is known as the switching limits of Nashville, and that it is possible and practical to interchange without restriction carload
240 freight traffic over the various lines, terminal yards or tracks of one respondent to the line, terminal yards or tracks of any other of said respondents by switching movement or service.

The correctness of this allegation is admitted in the answer of the Tennessee Central Railroad to this complaint.

The Louisville & Nashville Railroad, in its answer, and the Nashville, Chattanooga & St. Louis Railway, in its answer, both admit that physical connections exist, as stated in paragraph 15 of the complaint, but these two defendants deny that it is possible or practical to interchange without restrictions carload freight traffic from the lines, terminal yards or tracks of one defendant to the lines, terminal yards or tracks of any other of said defendants by switching movement or service. It is admitted, however, that it is a fact that physical connections do exist. That is admitted by all of the defendants.

It is also an admitted fact, and is shown by the terminal tariffs themselves, that non-competitive freight is interchanged between the Tennessee Central and the other defendants at \$3.00 per car, and that competitive freight is interchanged at the competitive switching rates that I have filed as my Exhibits 2, 3 and 4, the cor-
241 rectness of those rates having been admitted in the answer of the defendants.

Mr. Jouett: Where is that admitted?

Mr. Henderson: I made an error; I am going to change that. I am going to put it this way: it is admitted that the charge for interchanging non-competitive freight is \$3.00 per car, and it is also admitted that the charge for interchanging competitive freight are those rates shown in Exhibits 2, 3 and 4 to my testimony.

Mr. Jouett: Where is that admitted, that last statement?

Mr. Henderson: In paragraph 6 you admit the quotations of the switching rules as correctly copied in paragraph 6 of the petition, except Rule 9, which you amended, and which amendment we accepted.

In paragraph 7 you deny the existence of all competitive rates in paragraph 10, and you admit that freight by way of the Tennessee Central Railroad is subjected to the charges set out in paragraph 7, or 8, of the complaint. That is on page 6 of your answer, and the answer to paragraph 10.

Mr. Gwathmey: Mr. Henderson, I want to call your attention to the fact that the complaint alleges that there is now no published tariff which could apply on interchange competitive traffic from the tracks of the Nashville, Chattanooga & St. Louis Railway.

Mr. Henderson: The charges of the Louisville & Nashville Railroad would apply as published as applicable to every industry in Nashville.

Mr. Gwathmey: That is your contention?

Mr. Henderson: The tariff speaks for itself.

Mr. Jouett: We desire to reserve an objection to so much as undertakes to state the witness' conclusions as to the meaning of the pleadings of the defendants, and in order that we may not be understood as letting pass undenied his statements as conclusions that we have made certain admissions. In other words, we think that the pleadings should speak for themselves. I just want to save that question.

Commissioner Meyer: Well, the record will now show that.

Mr. Henderson: I think we had better stop there, and we will come in here again at 7:30, and please take 7:30 to mean 150 minutes after 5.

Whereupon at 5 o'clock P. M. a recess was taken until 7:30 P. M. of the same day.

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EVENING SESSION.

7:30 P. M.

Commissioner Meyer: Are we ready to continue?

Mr. Henderson: I am ready.

Commissioner Meyer: Proceed, Mr. Henderson.

T. M. HENDERSON resumed the stand.

DIRECT EXAMINATION (CONTINUED).

Mr. Henderson: I was discussing the charge in the complaint that it was practicable to interchange freight without restriction between these lines by switching movement. Now the freight is actually interchanged on these competitive and non-competitive rates, as the case may be, and the fact that the competitive switching rates are so high certainly does not affect the track connec-

tions or the practicability of making interchange, and my construction of the answer to this complaint by all the defendants is a practical admission that it is practicable to interchange without restriction all carload freight traffic between the terminals of the three defendants.

Paragraph 16 quotes the order of the Interstate Commerce Commission in the case of the Traffic Bureau
 244 of Nashville vs. Louisville & Nashville Railroad, et al., I. C. C. Docket Number 4604, and the answers of all of the defendants admit the accuracy of the order, and it is a fact that the tariffs of the three defendants have been corrected in partial compliance with this order, and now permit the switching of non-competitive coal at \$3.00 per car. However, the order of the Commission makes no distinction between competitive and non-competitive coal, and, in my opinion, this order has not been fully complied with by any of the defendants.

It is alleged in the complaint that the \$3.00 switching charge of all of the defendants on non-competitive traffic is unreasonable and the competitive charges of all of the defendants are unreasonably high in and of themselves and relatively so, and discriminatory in violation of Sections 1 and 3 of the Act.

I would like to file here a blue print map of the terminals of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis Railway, showing the terminal situation here prior to the operation, or the beginning of the operation of the Louisville & Nashville Terminal Company.

Mr. Jouett: The Louisville & Nashville Terminal
 245 Company, you know, never operated. Do you mean this joint arrangement?

Mr. Henderson: The joint arrangement was organized and incorporated as the Louisville & Nashville Terminal Company. That is the only name that I know it by, except that I do know the railroads themselves call it the Nashville Terminals. It is the joint property, though, of the Louisville & Nashville, and the joint facilities which have been pooled by the Louisville & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Stokes: The Nashville Terminal is the corporate name of the terminal used by the Nashville, Chattanooga & St. Louis Railway; that is the name, the Nashville Terminal.

Mr. Henderson: I understand that, and that is so stated in the complaint.

Now the Louisville & Nashville Railroad and the

Nashville, Chattanooga & St. Louis Railway do call the terminals at Nashville Nashville Terminals, not the Nashville Terminal Company. That is their way of speaking of it and the way I believe it is shown in the switching tariffs, but this map gives the situation before the organization of the Louisville & Nashville Terminal Company, as I understand it.

Mr. Jouett: You mean the Nashville Terminals
246 or the corporation that owned the Union Station?

Mr. Henderson: No, sir; the Nashville Terminals are nothing more nor less, as I understand it, than a name given by the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway to their joint terminal facilities.

Mr. Jouett: All right.

Mr. Henderson: Now the corporate name of the Tennessee Central facilities in Nashville is the Nashville Terminal Company.

Mr. Jouett: I beg your pardon.

Mr. Henderson: This map shows the situation here prior to the beginning of the joint operation of the terminal by the Louisville & Nashville and Nashville, Chattanooga & St. Louis, when they were operated separately. That is Exhibit Number 11, I believe.

(The blue print, so offered and identified, was received in evidence and thereupon marked Complainants' Exhibit 11, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

Mr. Henderson: Now at the time the terminal situation was as shown by that map the switching charge
between the Louisville & Nashville and Nashville,
247 Chattanooga & St. Louis was \$2.00 a car on all freight.

That map of the Nashville Terminal Company, printed by the Tennessee Central Railroad, that I filed as Exhibit Number 1, I would like to explain there that that map, I think, was printed about 1900, and there are probably other industries now located on those terminals that do not appear on that map.

It shows the line of the Louisville & Nashville and Nashville, Chattanooga & St. Louis and the Louisville & Nashville Terminal Company in Nashville, but does not show the locations of the various industries on that terminal.

Commissioner Meyer: What is supposed to be the date of this map which you have introduced as Exhibit 11?

Mr. Henderson: That was some time prior to the organization of the Louisville & Nashville Terminal Company.

Commissioner Meyer: And that was in 1903, was it not?

Mr. Henderson: No; 1906, I believe it was, Mr. Commissioner, according to the answers of these defendants. I do not know the exact date of that map; it was some time, though, prior, as I understand it, to the lease of the

Louisville & Nashville Terminal Company to the
248 Louisville & Nashville and Nashville, Chattanooga
& St. Louis Railway which, I believe, according to this, was July 1, 1906.

Now I will file as Exhibit Number 12—

Mr. De Bow (interrupting): Mr. Henderson, at the time this map was drawn it shows two car tracks on Broad Street, and it shows the terminal station there, and it shows the old Nashville, Chattanooga & St. Louis depot down on Church Street.

Mr. Henderson: I said this map was the situation here before there was any joint arrangement, as I understand it.

Mr. DeBow: Was that after the terminal depot was built?

Mr. Henderson: No; that was prior to that time.

Mr. De Bow: And does this show the correct situation then at that time?

Mr. Henderson: This map was made by Mr. W. H. Lyle. Mr. Lyle, I believe, is recognized as a civil engineer and surveyor, and so far as I know it is correct. I have no information personally about the situation at that time other than this map.

Mr. De Bow: You do not know then whether this map is correct or not?

Mr. Henderson: Only Mr. Lyle made it, and I understand he is a recognized surveyor and civil engineer.
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I might explain that that this map was introduced in the Nashville coal case as an exhibit in that case, was gotten up by Mr. Lyle for that purpose. At that time in that case it was not questioned, and I naturally assumed that it was correct; it was introduced and accepted by all the parties as being correct at that time.

Mr. De Bow: Mr. Henderson, do you not know that prior to the time that the Louisville & Nashville Terminals were in operation that there was but one track on the Broad Street, and does not this map now that you

show, on its fact, show that it must have been done after 1899?

Mr. Henderson: Well, no.

Mr. De Bow: Does not this map show that the terminal station there is in existence and the two well defined tracks on the Broad Street?

Mr. Henderson: As I explained before, Mr. De Bow, the map was prepared by Mr. Lyle for use in the Nashville coal case. Now it was introduced in that case and was not questioned. I therefore assumed that it was correct or it would have been questioned in those proceedings two years ago.

250 Mr. De Bow: You know nothing about the accuracy of the map of your own knowledge?

Mr. Henderson: I am not a civil engineer or surveyor.

Mr. De Bow: I mean you do not know anything about the situation at that time irrespective of the accuracy of the map?

Mr. Henderson: I was not living in Nashville at the time and had never been here and personally know absolutely nothing about the situation; I am going entirely by the map which, as I stated before, was accepted as correct in the Nashville coal case. This was made at that time and was introduced in that case and was not questioned by anybody.

Mr. De Bow: Now take this track of the Tennessee & Alabama Railroad that is shown there from the intersection of the Nashville, Chattanooga & St. Louis, running on down here to Broad Street, way on down into the heart of the city, is it not?

Mr. Henderson: Yes, sir; that goes into Broad Street at—

Mr. De Bow (interrupting): Do you not know as a matter of fact that track itself has not been in existence in the city of Nashville for 20 or 30 years?

Mr. Henderson: No; I do not know whether it has been in existence or not. This is an old map.

251 Mr. De Bow: Is not this a conglomeration of the old map and the present map?

Mr. Henderson: My information is that it is not; I did not know the map and I could not tell you to save my life whether it is correct or not. It was prepared and filed in the other case and was not questioned in that case, and I presumed that it was correct.

Commissioner Meyer: Let me make this suggestion, that before we resume tomorrow morning perhaps the

witness can inquire of the engineer who made this as to what date he intended to make it.

Mr. De Bow: And if it is not accurate on that date we want to correct it.

Commissioner Meyer: But if you, Mr. De Bow, consider it inaccurate, you can, with your own witness, point out wherein it is not correct, because the present witness states he does not know anything about it.

Mr. Henderson: I will be very glad to get Mr. Lyle, if I can locate him, and get him to come up here and explain the map. He will undertake to have Mr. Lyle up here tomorrow to explain the map, if he is in the city and can be located.

Commissioner Meyer: Very well. You may proceed, Mr. Henderson.

252 Mr. Jonett: We desire to object to the introduction of this Exhibit 12 as incompetent, irrelevant and immaterial. I do not know whether this witness can testify of his own knowledge what these rates are, but on the ground named earlier in the hearing today we insist that the switching charges in other towns is a matter that is wholly collateral, and the Commissioner can see how impossible it would be to have a hearing as to the merits of each one of these towns. He now presents a list of a number of places with the switching charge of each place. That throws no light upon what should be a reasonable switching charge in Nashville. The distances may not be one-third as great, the moves may not be one-half as many. The conditions are necessarily so different that it seems wholly collateral and irrelevant. We are put to the disadvantage of not being able to meet this, and we would be compelled, if that were considered competent evidence, to ransack the terminal tariffs and get another list where they run up to 4, 5, 6, 7, 8, 9 and 10 dollars, as the Commission I think knows, in many places in the country. We have no fear upon balancing up how the figures would show, but we just think it is incompetent evidence.

253 Commissioner Meyer: These are compilations from the tariffs and subject to the limitations which are inherent to calculations of that kind. I do not see why they should not be received with the understanding which you have just expressed. It is impossible for us to go into the reasonableness of switching charges in many different localities, but these are compilations, and for what they may be worth it seems to me they might be received.

Mr. Jonett: They are taken from terminal tariffs, I presume, are they?

Mr. Henderson: The tariff authority is shown for every rate there.

Mr. Jouett: Well, strictly speaking, they are already on file with the Commission, every one of them.

Commissioner Meyer: They are, and this kind of information is always pertinent, and you realize that if the switching charge in a particular locality, for instance, was greatly out of line with the switching charges in many other localities that that fact might require some explanation; but it would not go into the reasonableness, necessarily, of a switching charge in all those other localities.

Mr. Gwathmey: In order that the record may call
254 the matter to the Commission's attention in the event we check this statement, I will state that the statement appears on its face to be plainly inaccurate; my information being that switching charges at Atlanta, for example, range from charges as low as \$2.00 a car to charges of as much as \$5.00 a car, depending on the location of the industry.

Mr. Henderson: Have you the Nashville, Chattanooga & St. Louis switching charge at Atlanta showing that information?

Mr. Gwathmey: No; I have not; I am simply noting that in the record so the Commission can investigate it.

Mr. Henderson: These figures, Mr. Commissioner, are taken from the tariffs, and so far as I know, and my intention was to get them exactly as they are in the tariff—it would be no advantage to me to show a lot of stuff here that is not in the tariff, because I have to show the authority and it is open to check and no doubt will be checked.

Commissioner Meyer: I think this calls the possibility of a different rate at Atlanta to the attention of the Commission and the tariff will show and they are on file with the Commission.

Mr. Henderson: The tariffs will show whether there is any difference or not. I think there are some
255 Atlanta Terminal Tariffs that do make different rates.

Commissioner Meyer: Of course you realize all comparisons are dependent largely, if not entirely, upon the similarity of conditions.

Mr. Henderson: Certainly. I merely want to state there, though, that the Nashville, Chattanooga & St. Louis Tariff which I show as authority for that \$2.00 is, I think, a rate of \$2.00 straight; that is my recollection; that is

the way I got it. If that is wrong, of course, it is subject to correction.

Commissioner Meyer: Mr. Gwathmey may have in mind the switching tariff of another carrier serving Atlanta.

Mr. Gwathmey: No; but my—

Commissioner Meyer (interrupting): Well the tariffs will show it.

Mr. Jouett: Yes; the tariffs will show it.

Commissioner Meyer: So I do not think we need to spend any more time on this.

Mr. Henderson: That exhibit there shows the charges at Nashville on non-competitive and competitive freight.

Mr. Stokes: Mr. Commissioner, I desire to introduce another objection to that, and that is until the petitioners in this case have shown that conditions at these other points are similar to the conditions at Nashville that that is absolutely irrelevant and incompetent. I desire to put that objection in; the first thing is, he must show the conditions in these other places are similar to Nashville.

Commissioner Meyer: I think we all understand the limitations in matters of this kind, and they appear upon the record.

Mr. Henderson: May I explain that exhibit now, Mr. Commissioner?

Mr. Commissioner Meyer: Proceed.

Mr. Henderson: I will file Exhibit No. 12.

(The document in question was received in evidence and thereupon marked Complainants' Exhibit No. 12, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Complainants' Exhibit No. 12.

CITY OF NASHVILLE, ET AL.,
vs.

LOUISVILLE & NASHVILLE RAILROAD COMPANY, ET AL.,

I. C. C. Docket No. 6484

Witness, Henderson.

STATEMENT SHOWING SWITCHING CHARGES
AT NASHVILLE, TENNESSEE, AS COMPARED
WITH SWITCHING CHARGES AT OTHER
POINTS SERVED BY THE LOUISVILLE &
NASHVILLE R. R., NASHVILLE, CHATTA-
NOOGA & ST. LOUIS R'Y AND (OR) THE TEN-
NESSEE CENTRAL RAILROAD.

Charges at	Per Car
Nashville, Tenn	Non-competitive freight \$ 3.00
	Competitive freight \$5.00 to 36.00
Atlanta, Ga	All Freight..... 2.00
Belleville, Ill	" " 2.00
Birmingham, Ala	" " 2.00
Chattanooga, Tenn . .	" " 2.00 to 3.00
Decatur, Ala	" " 1.00
Evansville, Ind	" " 2.00
Harriman, Tenn	" " 2.00
Henderson, Ky	" " 2.00
Knoxville, Tenn	" " 2.00
Lexington, Ky	" " 1.00 to 3.00
Memphis, Tenn	" " 2.00
Mobile, Ala	" " 2.00
Montgomery, Ala	" " 2.00
New Orleans, La	" " 2.00
Owensboro, Ky	" " 2.00
Paducah, Ky	" " 2.00

TARIFF AUTHORITIES:

Nashville, Tenn.	Tennessee Central R. R. I. C. C. No. A-274 and A-323
	Nashville, Chattanooga & St. Louis R'y I. C. C. No. 1958-A
	Louisville & Nashville R. R. I. C. C. No. A-12658 and A-11500
Atlanta, Ga.	Nashville, Chattanooga & St. Louis R'y I. C. C. No. 1958-A
Belleville, Ill.	Louisville & Nashville R. R. I. C. C.
Birmingham, Ala.	No. A-12658

Chattanooga, Tenn.	{ N. C. & St. L. R'y I. C. C. No. 1958-A
Harriman, Tenn.	{ Tennessee Central R. R. I. C. C. No. A-274
Henderson, Ky.	{ L. & N. R. R. I. C. C. No. A-12658.
Knoxville, Tenn.	
Lexington, Ky.	{ L. & N. R. R. I. C. C. No. A-12658
Memphis, Tenn.	{ N. C. & St. L. R'y I. C. C. No. 1958-A
Mobile, Ala.	{ Louisville & Nashville R. R. I. C. C. No. A-12658
Montgomery, Ala.	
New Orleans, La.	{ Nashville, Chattanooga & St. Louis R'y I. C. C. No. 1958-A
Owensboro, Ky.	
Paducah, Ky.	

Mr. Henderson: The statement shows that the prevailing switching charges at these points noted, all of which are served by one or more of the Nashville lines, is about \$2.00 per car.

The charge of Decatur, Alabama, is \$1.00. Of course Decatur, Alabama, is a smaller town than Nashville and naturally the switching movement there would be less than it would be in the Nashville Terminals.

At Chattanooga the charges range from \$2.00 to \$3.00 and at Lexington, Kentucky, from \$1.00 to \$3.00.

Now the terminals at Nashville can not be very much more expensive, and the average switching movement at Nashville could not be much, if anything, in excess of the average switching movement at such places as Atlanta, Georgia, Birmingham, Alabama, Chattanooga, Tennessee, and Memphis, Tennessee, and New Orleans, Louisiana. Those points all, with the exception of Chattanooga, I believe, are larger cities than Nashville, and the terminal limits there would be certainly as extensive as they are here.

I have never been over the terminals of the Louisville & Nashville or of the Nashville, Chattanooga & St. Louis at Nashville, but I have been over the Tennessee Central terminals, I think on every foot of track they have in Nashville, and there are some long trestles at different points, but there are no heavy grades or other expensive transportation conditions connected with the switching of freight to or from the industries located on the terminals of the Tennessee Central Railroad at Nashville. The terminal tracks and facilities of the Louisville & Nashville and Nashville, Chattanooga & St. Louis are gen-

erally in very close proximity to those of the Tennessee Central, that is, particularly, down town. The Tennessee Central does not go to East Nashville or to West
258 Nashville, but from my knowledge of the general situation I would say that the transportation conditions over the terminals of the Louisville & Nashville and Nashville, Chattanooga & St. Louis I should think would be about the same as they are over the Tennessee Central.

Now at Memphis, Tennessee, the Union Railway Company, which, I understand, is owned by the Missouri Pacific Railroad and the St. Louis, Iron Mountain & Southern Railway, furnishes terminal facilities for those lines at Memphis, operates a main line branch of 20.74 miles and sidings of 24.32 miles, making a total trackage operated in the city of Memphis of 45.06 miles. The switching charge of the Union Railway Company of Memphis, as published in its I. C. C. Number 8, on all traffic, competitive and non-competitive, destined to or forwarded from Memphis by any line, is \$2.00 a car.

The Belt Line Railway at Chattanooga, Tennessee, averaging 49.48 miles of track, main line and sidings, performs switching to or from any industries on its terminals, whether competitive or non-competitive freight, regardless of how the shipment is routed to or from Chattanooga at \$2.50 and \$3.00 per car.

259 The New Orleans Terminal Company performs switching at New Orleans, Louisiana, and operates 18.41 miles of main track and 46.96 miles of sidings, making a total trackage in the city of New Orleans of 65.37 miles. The switching at New Orleans was an average of about \$2.00 per car, regardless of the point of origin or contents of the car.

I think that varies in some instances, running from \$1.00 to maybe \$4.00, but the average is about \$2.00 and applies regardless of point of origin or contents of the car.

The St. John's River Terminal Company at Jacksonville, Florida, which is owned by the Southern Railway and does switching for the Southern and other lines in Jacksonville, has a total trackage of 27.58 miles, and the switching charge of this company, under Southern Railway I. C. C. A-5575, is \$2.00 per car, applicable to competitive as well as non-competitive traffic, regardless of route shipments move into and out of Jacksonville.

Mr. Jouett: Mr. Henderson, are you speaking from the tariffs and the papers on file with the Commission or from your own knowledge about these matters?

Mr. Henderson: I am speaking from the tariffs
260 and from the information carried in Poor's Manual, showing the trackage.

Mr. Jouett: We desire to have it understood that we object to all this evidence, Mr. Commissioner.

Commissioner Meyer: Well, the objection is entered on the record and the witness may continue.

Mr. Henderson: That information is gotten up by me personally, Mr. Commissioner, from the tariffs and from Poor's Manual, which is recognized, I understand, as authority on those things.

Commissioner Meyer: In so far as these terminal companies are operating companies they would file separate reports with the Interstate Commerce Commission in which all these facts will appear.

Mr. Henderson: I don't know whether they all file tariffs and reports or not. Some of them are operated by the railroad, as the Nashville Terminal Company is operated here by the Tennessee Central. I think the St. John's River Terminal Company is operated by the Southern Railway. That is my recollection. Whether they make a report to the Commission I could not say.

I was located in Jacksonville, Florida, for about 14 months in the traffic department of the Atlantic
261 Coast Line Railroad. I never had occasion to go over the entire terminals of the St. John's River Terminal Company, but from my general knowledge of the situation at that time and from what I did see of the terminals, the switching movement there for the Atlantic Coast Line was in a number of instances greater than the average switching movement as shown here today over the Louisville & Nashville or the Tennessee Central. I know the Atlantic Coast Line did have a substation that they called their Naval Stores station, and there was a good deal of business switched from the main yards to this Naval Stores station and the distance was, I think I am safe in saying, fully 4 miles.

I have here a certified copy of the testimony of Mr. E. E. Williamson in I. C. C. Docket Number 5860, which I will file as my Exhibit Number 13.

Mr. Jouett: We desire to object to that. I do not know what it can be, but no witness ought to be introduced that we do not have the right to cross-examine and know something about his testimony.

Commissioner Meyer: Were these carriers parties to that case, Mr. Henderson?

Mr. Henderson: Sir?

262 Commissioner Meyer: What carriers were parties to the case to which you now refer?

Mr. Henderson: Why, I do not know; it was in the advance rate case about the spotting of cars. This is a certified copy of a document already on file with the Commission, and we think we have a right to introduce it in this case.

Commissioner Meyer: You mean in the present so-called advance rate case, the testimony recently taken before the Commission?

Mr. Henderson: Yes, sir; this testimony was taken on February 27 and 28 of this year.

Mr. Jouett: The objection, Mr. Commissioner, is that this is the first we have ever heard of that or know of it, and certainly no testimony of any witness in another case, where the issues were not the same and where the parties were not the same, could be relevant in this case or could be competent for any purpose in this case. It would violate every known rule of evidence. I am sure I do not have to more than remind the Commissioner of that fact. I have no idea what is in that, but suppose the witness has testified to things in there that would be damaging in this case—I suppose it would be helpful to him or he would not put it in.

263 Commissioner Meyer: I do not think you need argue that. Suppose you leave that in abeyance for a while, Mr. Henderson, if there is objection. You will see these defendants have no opportunity to ask any witness whose testimony you desire to introduce any questions, and I am afraid the limitations of that testimony would be so great it would not be of much value to you if you should put it in.

Mr. Henderson: That, as I said, is a certified copy of a record now before the Commission. Mr. Williams was cross-examined at that time, and it shows his direct examination and cross-examination. I recognize I could not offer that testimony in this case without having a copy of it, and did secure a certified copy, and thought under the rules I would be permitted to introduce it for what it is worth. Of course, we could not add anything to it or take anything from it.

Commissioner Meyer: With the limitation you have just stated there is no objection to putting it in as an exhibit. Put it in for what it is worth.

Mr. Henderson: That is what I expect to do.

264 Mr. Jouett: Mr. Commissioner, just a moment. The trouble about that is the gross injustice it would be to us. If it is valuable for any purpose

it is valuable for whatever it might show upon the face of it, and yet you can see how our hands are tied behind us with reference to that evidence, whatever it may be. Now the fact it is before the Commission in another case can not bring it before the Commission in this case for any purpose. I think the Commission has so held, and the courts. But proceeding in an orderly way, as we must, while I recognize the fact the Commission has broader rules of evidence—I understand that is the practice and I am not criticising the practice—but I am protesting against the evidence in another case of a witness about whose testimony we know nothing—how it could legally or properly or fairly or justly be brought into this case to affect our interests—because if it is not going to affect our interests, if it is not going to prove something that is valuable to him, as to which we have no opportunity to meet it, no opportunity to cross-examine that witness and perhaps explain away many of the statements that go, perhaps, uncontradicted there, because it was not relevant to this case—

Commissioner Meyer (interrupting): I fully appreciate that, Mr. Jouett.

265 Mr. Jouett: I am sure your Honor does.

Mr. Henderson: I understood the rule of the Commission, Mr. Commissioner, was that we could not refer to any other case unless the record was made a physical part of this record, but I did understand that we could put in as an exhibit the record in any other case before the Commission if we had the copies and furnished them to the other side and made it a physical part of the record. That is a certified copy of a document now before the Commission and, as I said before, I can neither add to it nor take from it. It goes in for what it is worth.

Commissioner Meyer: For illustrative and comparative purposes the facts contained in the pages of testimony which you are offering may doubtless be interesting. When it comes, however, to facts that will assist the Commission in determining these issues, you see that the Commission can not, in fairness, use it, for the reason that the defendants here were not parties to that case and had no opportunity to cross-examine witnesses. But, as you have just stated, you wish to introduce it for what it is worth. With the limits pointed out in the discussion here I think it should be received as an exhibit.

266 Mr. Gwathmey: Mr. Commissioner, under the rules of the Commission, as I understand them, even if this document is admitted for that pur-

pose, I understand the defendants should be furnished with copies of it.

Commissioner Meyer: The rules of the Commission do so provide.

Mr. Henderson: I have copies here for everybody. Will I be permitted to introduce that?

Commissioner Meyer: You may be permitted to introduce that subject to the limitations pointed out in the discussion.

Mr. Jouett: May I ask who is the witness?

Mr. Henderson: E. E. Williamson of Washington, D. C.

Mr. Jouett: It does appear to me if they want this testimony, if it is important, they should take his deposition. We are willing to adjourn the hearing, if the matter is important.

Commissioner Meyer: Suppose you let that matter rest until you have an opportunity to go over this evidence, and then if you deem it material no doubt the petitioners here would be perfectly willing to meet you any time to cross-examine the witness.

Mr. Jouett: We have no disposition to make any captious objections.

Commissioner Meyer: That is satisfactory to you?

267 Mr. Henderson: I suppose Mr. Williamson would be willing to give his deposition. Whether we could go to Washington to take it is another matter.

Commissioner Meyer: It is satisfactory to you to subject Mr. Williamson to cross-examination on the part of these defendants with reference to his testimony?

Mr. Henderson: Certainly.

Commissioner Meyer: Personally, I did not hear that testimony, and I know nothing of the contents of what you are offering.

(The transcript of testimony, so identified and offered, was received in evidence and thereupon marked Complainants' Exhibit 13, Witness Henderson, received in evidence March 25, 1914, and is attached hereto.)

(COPY)

Exhibit No. 13.

STENOGRAPHER'S MINUTES
BEFORE THE
INTERSTATE COMMERCE COMMISSION
DOCKET No. 5860.

Revenues of Rail Carriers in Official Classification
Territory.

At Washington, D. C., Feb. 27-28, 1914.

Also I. & S. Docket No. 333.

Testimony of Mr. E. E. Williamson.

HULSE & ALLEN, *Official Reporters*,
Whitford Bldg., Washington, D. C.
5995

Commissioner Harlan: I think that would be desirable. Have you some other information to give us as to the number of team tracks and private sidings?

Mr. Denig: There are about 400 within the city limits. That does not include the District.

Commissioner Harlan: Four hundred team tracks?

Mr. Denig: Private owned side tracks.

Commissioner Harlan: How many team tracks?

Mr. Denig: I have not that information at this time.

Mr. Brandeis: I think if Mr. Denig will file that information, as he suggests, that it will be very helpful.

Mr. Denig: I will be very glad to.

Mr. Brandeis: Mr. James is here representing Cincinnati.

Mr. James: I will call Mr. Williamson as to the general situation.

Mr. E. E. WILLIAMSON was called as a witness, and being first duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. James: Please state the experience you have had in connection with the terminal situation at Cincinnati, O.

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Mr. Williamson: I was in the general office of the Queen & Crescent road at Cincinnati, O., for a period of fourteen years. During that service I was brought in full contact with the switching and terminal situation there.

I was for eight years Commissioner of the Receivers and Shippers Association. I might say that that Association was formed primarily because of certain unsatisfactory terminal conditions and certain unsatisfactory switching charges, and that the Association was formed

primarily for the purpose of straightening out some of those unsatisfactory conditions.

While I was acting as Commissioner of the Receivers and Shippers Association I was also, a part of the time, Chairman of the Railroad and Terminal Committee of the Business Men's Club.

I also served on the Railroad and Terminal Committee of the Chamber of Commerce and was at one time secretary of the Belt Line Committee, which Committee was formed to make a study of the general terminal conditions, with the idea of having the terminal facilities extended, and a belt line constructed.

Mr. James: The experience that you have had gave you a

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thorough familiarity with the switching situation in and about Cincinnati?

Mr. Williamson: Reasonably so; yes.

Mr. James: Both as to team tracks and as to private side tracks?

Mr. Williamson: Yes, sir.

Mr. James: Can you tell us a little history of where the jobbing houses and manufacturing plants of Cincinnati were originally located with reference to the Ohio River and the Miami and Erie Canal and with reference to the railroads?

Mr. Williamson: Originally the jobbing warehouses and the manufacturing plants of Cincinnati were located with reference to the proximity of the Ohio River and also with reference to the proximity of the Miami and Erie Canal, which bisected the old city.

Mr. James: Describe in a general way the topography of Cincinnati and vicinity, indicating in a general way how the railroads approached the City of Cincinnati.

Mr. Williamson: I will introduce E. E. Williamson Exhibit No. 1, which is a panoramic view of the City of Cincinnati, as taken from the Kentucky side.

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(The paper referred to was received in evidence, marked "E. E. Williamson Exhibit No. 1," and is forwarded herewith.)

Mr. Williamson: In the background you will see the hills that surround the old part of the city. The old part of the city was built upon a plateau about 30 or 40 feet above the level of the river, and that plateau extended back to these hills that you see in the distance of 2 to 2½ miles. The hills then rise abruptly, from 175 to 350 feet, so that the original city, located on this

plateau below the hills, had an area of about $3\frac{1}{2}$ to 4 square miles.

Mr. James: There is a sort of natural terrace from the river on up to the hill-tops?

Mr. Williamson: From the river to the hill-tops; yes.

Mr. James: If you have a topographical map of the city, introduce it and identify it as your Exhibit No. 2.

(The map referred to, received in evidence, was marked "E. E. Williamson Exhibit No. 2," and is forwarded herewith.)

Mr. James: Explain briefly the topography as shown.

Mr. Williamson: The country surrounding Cincinnati is very broken—very hilly. The railroads approach the city through various valleys. The Baltimore & Ohio Southwestern

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and the Big Four from the west approach along the river bank below the hills.

The hills here, as indicated by the contours of the topographical map, rise up, as I said before, 175 to 350 feet. The railroad along the west part of this map, is skirting the foot of the hills, between the hills and the river.

The Cincinnati, Hamilton & Dayton road, and the Cleveland Division of the Big Four, and the Baltimore & Ohio Southwestern road from the east, approach the city through the Mill Creek Valley, Mill Creek being a stream running through the western portion of the city. Mill Creek Valley is all low land and is subject to overflow.

The Pennsylvania Railroad comes down the Little Miami Valley, and then skirting around the foot of a hill at the eastern end of the city which rises about 300 feet high. It then comes down to its terminal, skirting along the foot of the hill, between the foot of the hill and the river.

Mr. James: Where the Little Miami enters the city, that is a part of the C., C., C. & St. L. R'y?

Mr. Williamson: Yes.

Mr. James: There is a very narrow strip between the river and the foot hills?

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Mr. Williamson: A very narrow strip all along there.

Mr. James: Then in a general way, all the entrances into Cincinnati proper are down through the valleys or

along the river front, through the narrow channels which are accessible?

Mr. Williamson: Yes.

Mr. James: Take the road that runs out at Court Avenue, a branch of the Pennsylvania. What are the difficulties of transportation there in an outward movement?

Mr. Williamson: There is another road that I propose to call the attention of the Commission to. That is the C. L. & N. That is now owned or controlled by the Big Four, and is used jointly by the Norfolk & Western and the C. L. & N.

Mr. James: It goes up the Deer Creek Valley, does it not?

Mr. Williamson: Yes. It has a 3 per cent maximum grade. I have seen two engines pushing five loaded cars up that grade. That will give you some idea of the difficulties surrounding the vicinity of Cincinnati.

Mr. James: As the commerce of Cincinnati grew, explain in a general way what took place in the way of relocation of jobbing warehouses and manufacturing plants. If you have

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an exhibit in connection with that introduce it.

Mr. Williamson: I will introduce E. E. Williamson Exhibit No. 3.

(The paper referred to was received in evidence and marked "E. E. Williamson Exhibit No. 3," and is forwarded herewith.)

Mr. Williamson: This is a topographical map of the City of Cincinnati and is the same as Exhibit No. 2, except that on Exhibit No. 3 I have delineated in colors the various railroads of Cincinnati and the extent of the Cincinnati switching limits, with the exception that the Big Four switching limits, as indicated by the letter B, extend to Lockland. I have shown with reference to that road the Cleveland Division, on out to its outer yards at Sharonville.

Owing to the location of the low lands and the high hills there were very few available sites down in the old city proper for manufacturing establishments adjacent to the railroad tracks. The west end of the city was very low and a great deal of that land had to be filled in.

Mr. James: That is the Mill Creek Valley?

Mr. Williamson: Mill Creek Valley; yes. It had to be filled in and on some of that filled land, the C., H. & D. was

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built, skirting the hills. There were some industries located there.

I might say that the annual floods of the Ohio River was a serious difficulty with which the commerce of Cincinnati had to contend, and the jobbing warehouses and manufacturing plants that have located with reference to the river had their business so interfered with by these floods that it became a necessity for them to seek other localities beyond the flood line if they were to continue in business and meet successfully the competition of other cities that were not similarly visited by floods.

Mr. James: With regard to the peculiar topography of Cincinnati and the manner in which the railroads entered the city, state what effect it had on the lack of economy in conducting business by reason of the necessity for drayage, because they could not have the side-tracks.

Mr. Williamson: There was a necessity for the very large amount of drayage done.

I might say that four or five years ago I made a comparison, and although the number of manufacturing establishments at Cincinnati was greater, and the variety of manufactures was greater in number than in the City of Indianapolis, yet

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owing to the peculiar topography, the low land and the inaccessibility of Cincinnati, there were fewer industries in Cincinnati having side-tracks connections at that time than at Indianapolis, Ind., Indianapolis being flat, and the industries having direct connections.

I might say, however, that since there has been an extension of the switching limits of Cincinnati and since the industries have located in the outlying districts and opportunity was given for the commerce of the city, as it expanded, to get away from the congested districts and get into the outlying districts, that that has materially changed, so that today Cincinnati, by reason of the industries getting away from the congestion and locating in the outlying districts, there are now more firms in Cincinnati having side-track connections.

Mr. James: They had two alternatives: Either to leave Cincinnati entirely or go out into the suburbs?

Mr. Brandeis: Can you tell us how many industries in Cincinnati have side-tracks?

Mr. Williamson: I think there are 574.

Mr. Brandeis: That have sidings now?

Mr. Williamson: That have sidings now; yes.

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Mr. Brandeis: Are you able to tell us what part of the total number of cars in and out of Cincinnati, loaded, are delivered to the side-tracks and what part to the public tracks?

Mr. Williamson: I have not that information, I did not have time to prepare it.

Mr. James: Is there any other element in the matter of topography, for instance, the passenger train service—as to the passenger service interfering with the introduction of industrial tracks, and as to their utility in the old City of Cincinnati proper, in connection with the industries being compelled to seek the suburbs or seek another place?

Mr. Williamson: The passenger service, in-coming and out-going, through the congested district very materially interfered with the switching service to and from such industries as were located in the old part of Cincinnati.

Mr. Brandeis: Mr. Williamson has a very wide acquaintance with traffic conditions in this country. Could he point out the difference between Cincinnati, Chicago and Detroit?

Mr. James: Let me get through with Cincinnati.

Mr. Brandeis: I thought that perhaps would be the most instructive way to do it.

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Mr. Williamson: There being very few available locations down in the old city proper, the Baltimore & Ohio Southwestern arranged for the location of industrial section out at Norwood. That is indicated by the letter H, in the vicinity of Norwood.

Mr. James: That is a separate municipal corporation and is contiguous to the city.

Mr. Williamson: Yes, it is about ten miles out from the main depot and team tracks of the Baltimore & Ohio Southwestern in Cincinnati. There was land available there and the Industrial Department of the Baltimore & Ohio Southwestern arranged for the location of industries in that vicinity, to take the industries away from this congested district.

The Big Four, on the Cleveland Division, which is indicated by the yellow line from letters A to D—that line terminates at the letter D, at Ivorydale and from there on in it uses the tracks of the Baltimore & Ohio Southwestern, under a trackage arrangement.

As the suburbs of Elmwood began to develop, and

out in the direction of Lockland, there were some industries located in

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that direction, the Big Four having very little space available, adjacent to its tracks for industries to locate on its line down-town.

The Baltimore & Ohio Southwestern road, from Cincinnati Junction out for practically $4\frac{1}{2}$ to 5 miles, had its track laid on a very high hill in the Mill Creek Valley, paralleling Mill Creek. On the west side there was no opportunity for the location of any tracks because Mill Creek would overflow then. Immediately east of that was this very low land that overflowed, and it was not possible to locate industries along this tract covered by that stretch that I have just mentioned. That made it necessary for the industries to go out in the suburbs, as I have indicated, anywhere from seven and a half to ten to twelve miles.

Mr. James: Oakley is one of the more recent additions, is it not?

Mr. Williamson: Yes.

Commissioner Harlan: We seem to have a fair idea of the topography of Cincinnati and the position of these industrial sections. Let us have some details as to the spur-track situation.

Mr. James: Do the rates to and from Cincinnati apply from

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depots, team tracks, and private sidings within the Cincinnati switching limits, both carloads and less-than-carloads?

Mr. Williamson: They do, with very few exceptions.

I might say, coming to the question that the Commissioner has asked, that recently the Big Four has extended its Cleveland Division outside yard, from the point marked D, which was about 8 miles from its down-town depot, out to Sharonville, the point marked A, being 17 miles from its down-town depot.

The Big Four switching limits extend from Lockland, O., the point marked B to the extreme west of the map, to the point marked G at Cleves.

From its outside yard at Sharonville, the point marked A, down through the city and on down the river bed, is a total distance of 31 miles. The Cincinnati rates, coming from the north and east apply to Sharonville. They also apply to Cleves, O. For that 31 miles, including delivery at any point within the 31-mile stretch, the Cincinnati rates apply.

The switching limits of the Baltimore & Ohio Southwestern Railroad on the east, begin at Oakley, marked H on the map.

Commissioner Harlan: I think we can gather from the map

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what the switching limits are. Let us have some details about the spur track situation.

Mr. James: I will ask him to give the private track situation and the team track situation and make a comparison.

Mr. Williamson: I can probably illustrate that in this way. Take eight cars of lumber coming from some point in Michigan to various locations within the City of Cincinnati.

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We will assume that the lumber originates on the Michigan Central Railroad in Michigan. It comes down and is delivered to the Big Four at Toledo. It is then brought in over the Cleveland Division. The eight cars of lumber are broken up at this outside yard at Sharonville. One of these cars of lumber, we will say, will be placed upon the team track for delivery at Sharonville. Car No. 2 will be switched from the outside yard to point B, and put on the track of the Lockland Lumber Company or the Monroe Refrigerator Company—on their private sidings.

We will say that the car, in addition to being delivered on the track, is placed at a particular point.

Car No. 3, is taken from the outside yard of the Big Four at Sharonville and brought to point C, which is at Arlington Heights, about a mile below Lockland. It is there put in on the track of a wood-working industry; it is put in on the track, a mere delivery is made and there is no particular placement at any exact location.

Car No. 4, is taken from the outside yard of the Big Four, brought to point D, which is the interchange point of the Big Four with the Norfolk & Western; the Norfolk & Western takes hold of the car and brings it over to its

6010

Idlewild yard, and then switches it from that yard to the A. M. Kewin Lumber Company's plant on the Norfolk & Western at point Y.

From the point of interchange of the Big Four and the Norfolk & Western, the distance is about five miles. That is the distance the Norfolk & Western hauls the car from point A, and the Big Four hauls it down to

point D, about eight and a half miles. Delivery is made on the side track of the A. M. Kewin Company at point Y from the Norfolk & Western. The Big Four, out of the Cincinnati rate, absorbs the Norfolk & Western Company's switching charge of \$3 per car.

Car No. 5 is taken from the outside yard of the Big Four; it is brought on down town and placed on its team track at point E, which is 17 miles from the breaking-up yard.

Commissioner Harlan: And so on. You can get a placement for the distance of 31 miles there.

Mr. Williamson: Yes.

Commissioner Harlan: We understand that point.

Mr. Williamson: In the entire district of Cincinnati the rate will apply, and we have there a variety of service, and the rate into Cincinnati, say 15 cents or 13 cents, or

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whatever it may be, from the Michigan point, will cover all those deliveries. Up to this time it has covered not only the delivery on the team tracks, but on a private siding that has included the particular placement when required at a particular spot.

Mr. James: Would it have been possible for the carriers to have provided sufficient and convenient team track room in Cincinnati, or would it have been practicable from a transportation standpoint to have done so to accommodate these industries?

Mr. Williamson: It would not have been possible to have done so.

Mr. James: If the carriers attempt to provide such team tracks, it would have come from the capital account of the carriers?

Mr. Williamson: Yes.

Mr. James: In providing these side tracks, that you have described at those various industries, they are usually provided for by the industry, the land being furnished and usually the tracks?

Mr. Williamson: In a great many instances, and I will say, as time goes on that the industries are paying for

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the tracks instead of the railroads.

Mr. James: The carriers must maintain the team tracks at their expense?

Mr. Williamson: Yes, sir.

Mr. James: While private industries build and stand the expense of maintenance of private tracks?

Mr. Williamson: Yes.

Mr. Brandeis: Can Mr. Williamson tell us how long the ferry on trap car service has existed in Cincinnati, and the extent of that service?

Mr. James: I think he could, but I would like to develop what I am trying to develop in an orderly way, and not be broken into in the middle.

The carrier must pay taxes on the value of team tracks, while the industries pay the taxes on private sidings?

Mr. Williamson: Yes.

Mr. James: And, as has been described by another witness, the expense of policing and protecting the property on the team track is borne by the carrier, while on the private track it is borne by the shipper.

Mr. Williamson: Yes.

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Mr. James: The location of these industries in Cincinnati in the outlying parts has relieved the congestion which must have resulted from any attempt to carry on the industries in the old bottoms where they were formerly carried on?

Mr. Williamson: Yes.

Mr. James: In fact there would not have been enough room to have provided for them.

Mr. Williamson: There would not.

Mr. James: As this congestion is relieved, the carriers get a greater utility of the use of their equipment?

Mr. Williamson: Yes, they and they operate the entire terminal proposition more economically than if the industries had remained in the congested district.

Mr. James: Is the expense of soliciting business also a factor in that equation?

Mr. Williamson: When an industry is located on a side track, it usually undertakes to give to the road on which it is located all its in and outbound business. That relieves the carrier to a very great extent from the expense of soliciting the business of that particular industry. In case it was not located adjacent to a

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sidetrack they would have to solicit that business.

Mr. James: If the people of Cincinnati attempted to handle the business by making long hauls to the team tracks, what effect would that have upon the congested streets of Cincinnati—

Mr. Williamson: In most instances the streets are very narrow.

Mr. James: Even today, located as they are, isn't there great congestion in teaming through the streets to reach these freight houses?

Mr. Williamson: Yes.

Mr. James: The team tracks get a tally receipt for property while property loaded on private sidings is under "shipper's load and count"?

Mr. Williamson: Yes.

Mr. James: Allowing for the relief given the carriers at Cincinnati incident to industries making deliveries and shipping from private sidings instead of making deliveries and shipping from team tracks, are you of the opinion that the terminal facilities of carriers within the Cincinnati switching district are adequate for the present

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volume of business?

Mr. Williamson: In my opinion they are not. They have been making very material improvements, but there is still need for a great deal of improvement.

Mr. James: I want to give one or two little illustrations.

Give an illustration of the switching service to some of the industries at Norwood on the Baltimore & Ohio Southwestern, not requiring any spotting of cars. If you have an exhibit to illustrate that, I wish you would produce it.

Mr. Williamson: I have an exhibit which is marked "E. E. Williamson Exhibit No. 4."

(The paper referred was received in evidence and marked "E. E. Williamson Exhibit No. 4," and is forwarded herewith.)

Commissioner Harlan: After this exhibit has been marked, we will take an adjournment until ten o'clock tomorrow morning.

(Whereupon at 4:40 o'clock P. M. on the 27th day of February, 1914, and adjournment was taken until tomorrow, Saturday, February 28, 1914, at 10:00 o'clock A. M.)

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E. E. WILLIAMSON, the witness on the stand at the time of the adjournment on yesterday, resumed the stand, and testified further as follows:

Commissioner Harlan: Mr. Williamson, I gathered from your testimony yesterday that Cincinnati is on the plateau that is thirty or forty feet above the river, and runs back to the hills, two or three miles.

Mr. Williamson: Yes, sir; that is the old city.

Commissioner Harlan: The old City?

Mr. Williamson: Yes, sir.

Commissioner Harlan: And those hills are three or four hundred feet high at different points?

Mr. Williamson: Ranging from 175 to about 350 feet.

Commissioner Harlan: And the railroads enter the city through two valleys, small rivers, under conditions that make it rather impossible for large industries to exist there in the old city, or in those valleys.

Mr. Williamson: Yes, sir. There is another valley. There are about four valleys.

Commissioner Harlan: Four valleys?

Mr. Williamson: Yes, sir.

Commissioner Harlan: The result of those physical condi-

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tions has been such until recently Cincinnati was undeveloped industrially as strongly as it might otherwise have been, and that the industrial section has been pushed out beyond the hills.

Mr. Williamson: Yes, sir.

Commissioner Harlan: And have there been established rather strongly.

Mr. Williamson: Yes, sir.

Commissioner Harlan: Now, you gave us the number of switch tracks to industries, as I recall it.

Mr. Williamson: Yes, sir. The number of industries or firms that have switch tracks. There may be a larger number of switch tracks than that number that I gave.

Commissioner Harlan: The number of firms having switch tracks.

Mr. Williamson: The number of firms having switch tracks, yes, sir.

Commissioner Harlan: You also pointed out that the Cincinnati rate on one applies through a distance of 31 miles.

Mr. Williamson: Yes, sir; the extreme.

Commissioner Harlan: Now, I assume that those industries are about of the class of industries, in variety, that

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you would find in any place of the size of Cincinnati?

Mr. Williamson: Yes, sir.

Commissioner Harlan: All sorts of industries?

Mr. Williamson: All sorts of industries.

Commissioner Harlan: I assume also that the indus-

trial track situation there is about such as we would find anywhere in a city of that size east of the Mississippi River; in other words, there is nothing there that is peculiar.

Mr. Williamson: Well, there are several situations, owing to the topography and location, that you do not have in a flat city.

Commissioner Harlan: Yes; but, in a general way, the industrial development there is such as you would find in any city of that size?

Mr. Williamson: Yes, sir.

Commissioner Harlan: And the side tracks to these industries are about such as you would find anywhere?

Mr. Williamson: Yes, sir.

Commissioner Harlan: Now, that gives us all, I think, we need know about conditions at Cincinnati, except we want to know whether, in your judgment, based upon your experience, you regard it as proper, in case this record develops that the railroads are in need of further funds, to make a

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charge for the service of spotting a car at an industry. Now, what have you to say on that point?

Mr. Williamson: Mr. Commissioner, may I—

Commissioner Harlan: In your own way, of course.

Mr. Williamson: In my own way; yes. First, let me define what I consider to be spotting. First, delivery, as I understand it, is the taking of a car from the outer yards of any of the lines, say and then bringing that in, and putting it over and upon a private siding. Now, delivery is also, after it is on that private siding, the putting of a car at a particular place on that siding. That is also delivery. The movement of the engine or the cars back and forth on the sidings, to put a car at a particular place or opposite a particular door, I understand that that only is what is known as spotting. That is what I have always understood in my railroad and commercial experience, that that solely was spotting, that the drilling in the yards of the carriers, in the outer yards, the drilling of the car has not been or is not considered spotting; but merely after the car is once on the private siding, then the shifting back and forward—sometimes there is no shifting back and forward—the shoving up of a car at a particular

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bin, and uncoupling it, that that final shifting is spotting, and I take it that is generally the accepted definition of spotting.

Now, as to the question of whether there should be any charge, or whether there should properly be a charge for that. The bringing of the car upon the outer yard over the main line through various yards, and then finally putting it onto a private side track—the cost for doing that or the expense for doing that is incident to the delivery on the private siding. Now, the mere shifting of the engine or the cars back and forth on that track, to put a car at a particular point, is a very small part of the service. The expense for the maintenance of track, for the repair of locomotive, the car, and all, is incident to the bringing of the car and placing it on the private track; so all of that expenses is not chargeable, in my opinion, properly, to the mere shifting of the car, to the mere act of placing it at a particular point; so I have reached the conclusion that, based upon my experience and observation at Cincinnati, the outside average expense for the mere spotting. After a car is once on a private siding, would not exceed ten cents for that shifting that I have designated as

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spotting—ten cents per car. Some cars, at some plants, may cost a little more than that; but at other plants they may cost less than that, and, in my judgment would not, in the vicinity of Cincinnati, exceed that for the mere spotting service.

Now, the question is whether that additional charge should be added over and above the charges that are made today, and I view it this way, Mr. Commissioner, that these private sidings add greatly to the facilities of the carriers. They relieve them of a very considerable expense that they would otherwise be put to for various items of cost. They can operate their terminals cheaper by reason of these private tracks, and by reason of the industries being outside of the congested district. That is the way I view it from the carrier's standpoint, from the shipper's standpoint and from the standpoint of the community as a whole. I take it that the benefit to the carriers by these industries having these private tracks far outweighs the mere extra expense of making the shifting to spot a car at a particular location on the track; and my answer to your question is this, that my best judgment, based on my experience in the business in Cincinnati, is the mere service of spotting would not exceed ten cents per car, that there

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would be no warrant or justification, considering the advantages that the carriers receive by virtue of an industry

keeping up a private track, the carrier being relieved of those taxes and those incidental expenses, and you would not be justified, in imposing an additional charge for that mere spotting.

I do say this, that after it has been placed at one location, that for any subsequent movement there should be a charge, and as I understand it, the tariffs of the Cincinnati carriers now provide for an extra charge after a car has once been placed at a location on a track, if the engine comes and moves that to another location within the plant.

Mr. James: So that, in making this estimate of ten cents, you only mean that that charge might be applied where there was an actual spotting and not levied on all cars, irrespective of their being spotted.

Mr. Williamson: No.

Mr. James: Now, then, Mr. Williamson, the train comes in to a breaking up yard; it breaks at that yard; the car is taken out, and the engine carries it to the industry. Is that free service, or is that a service for which a charge is

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made?

Mr. Williamson: That is now, and always has been, considered a part and parcel of the service that should be performed by the carrier for the rate.

Mr. James: Then, the carrier, on the other hand, drills the cars, arranges them in order, so they may be distributed to the various industries, and where the industry is of a size sufficient so that they may be put in a certain order, is that free service, or is that a part of the transportation included in the rate?

Mr. Williamson: It has always been a part of the transportation included in the rate, and I have never understood it to be considered a spotting or special service.

Commissioner Harlan: Now, Mr. Williamson, taking your own definition as to what spotting means, the service involved in spotting, that is, is only the service from the trunk line's right of way, you might say, to the particular point on the siding where the car is desired by the shipper—that is the way you have defined spotting—now, taking it from that point of view—

Mr. Walter: Mr. Commissioner, I did not understand it that way.

Commissioner Harlan: Very well; I have understood it that

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way.

Mr. Williamson: Yes.

Commissioner Harlan: You have estimated that there is a cost of ten cents to the carrier for doing that service. Now, you still think, do you, that in case this record develops that the carriers are in need of further revenue from the broad standpoint that would entitle the Commission to see that they get further revenue, that this is not a proper way to get it, by making a charge for the extra cost, or perhaps the extra cost and the profit attached to it, for the spotting, as you have defined it?

Mr. Williamson: Yes, sir.

Commissioner Harlan: Is that your view?

Mr. Williamson: Yes; but I think you misunderstood just the spotting.

Commissioner Harlan: Very well.

Mr. Williamson: Not merely from the trunk line, but it is the delivery which constitutes the putting of the cars—one car, two cars, three cars, four cars, or fifteen cars,—over and upon the private siding of the industry.

Commissioner Harlan: At the place where it is wanted?

Mr. Williamson: No. The first is you get it onto the

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private track. Now, after it is once on the private track, then the additional shifting that is necessary to put the car at a particular spot, once it is on the private siding—

Commissioner Harlan: That is spotting.

Mr. Williamson: That is spotting, the final service.

Commissioner Harlan: I do understand you.

Mr. Williamson: I thought you misunderstood me a little.

Commissioner Harlan: I do not think I did.

Mr. Williamson: Very well; all right.

Commissioner Harlan: Let me state my question again.

Mr. Williamson: Yes, sir.

Commissioner Harlan: Spotting, as you define it—now, I may have misapprehended it, but if so, I am not aware of it—as you have defined spotting, it is the handling of the car to a particular point on a side track, after it is put on the side track.

Mr. Williamson: Yes, now, let me illustrate.

Commissioner Harlan: Very well.

Mr. Williamson: I can clear that up, Mr. Commissioner, say there is a side track that is thousand feet long or

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five hundred feet long, say, that five hundred feet from the right of way of the carrier. Now, at the end of that, or near the end of that side track, five hundred feet long, there is a warehouse. As I understand delivery, it would be the taking of the cars, and putting of the cars over on that side track and up to that warehouse. Now, that is the delivery and up to that point, I do not consider, and never have considered, that there has been any service such as is now designated as spotting; but if the owner of that warehouse would say to the carrier, "you put Car No. 1 at a particular door of that warehouse, or you put Car No. 2 at another place, and opposite another door of that warehouse," then that final shifting for the placing of the cars opposite those two locations, and that alone, would be spotting.

Mr. James: Spotting is that, then, which is all over and in excess of delivery.

Mr. Williamson: Yes, sir; and spotting also has been delivery heretofore. Now, I will answer the Commissioner's question—

Commissioner Harlan: No; let us do not have it answered again.

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Mr. Williamson: All right.

Commissioner Harlan: We must go further along with this question of spotting.

Mr. Williamson: All right.

Commissioner Harlan: Take your spur track five hundred feet long, at the end of which is the warehouse.

Mr. Williamson: Yes, sir.

Commissioner Harlan: Now, if a shipper wants a car put at a particular door of that warehouse, you would then say the car is spotted; is that right?

Mr. Williamson: Finally, when it is put at that door, it is.

Commissioner Harlan: Very well. If it is put at the door, it is then spotted.

Mr. Williamson: Yes, sir.

Commissioner Harlan: If the carrier puts it anywhere on that track, puts it at the wrong door, for instance, or just simply mislays it in front of that warehouse, then it has not been spotted?

Mr. Williamson: No, sir; it is merely delivery on the track, convenient to unloading.

Commissioner Harlan: So that it may go clear to the end of the spur track?

Mr. Williamson: Yes, sir.

Commissioner Harlan: And it has not been spotted?

Mr. Williamson: No, sir.

Commissioner Harlan: But to put it at this particular point, it is then spotted?

Mr. Williamson: When that is done, then is spotted. That is my understanding.

Commissioner Harlan: Then, take that definition. You say that you have estimated that it costs the carrier ten cents to spot a car.

Mr. Williamson: Yes, sir.

Commissioner Harlan: Now, I will put the question again. In your judgment, is it an improper source of revenue, in case the carriers need additional revenue, to make a charge for what you define as spotting?

Mr. Williamson: I will say this, your Honor, that if for other classes of service, a similar charge was tacked on, measured by the expense to the carriers, so that there would be no discrimination, I do not know that you could consider it an improper source; but, in my judgment, it would not be a wise and politic thing for that policy to be inaugurated.

Commissioner Harlan: To be what?

Mr. Williamson: To be inaugurated. I say that the benefits now accruing to the carriers from these tracks are over and outweigh the proposition as to whether they should or should not have that.

Commissioner Harlan: But according to your definition, we have the tracks there.

Mr. Williamson: Yes, sir.

Commissioner Harlan: And, according to your definition, the carrier must put the car somewhere on that track.

Mr. Williamson: Yes, sir.

Commissioner Harlan: Now, to put it at a particular point, according to your definition of spotting, costs the carrier something more. Do you mean to take the position that that service, in the face of a proved deficit, if that is the statement of record, and is disclosed, should be done free of charge by the carrier?

Mr. Williamson: I will say no to that, but with this qualification, your Honor. In the list of eight cars that I gave the detailed movement of yesterday, from the Sharonville yard of the Big Four through various yards, to the delivery at their yard on the team tracks, down here in the vicinity of Second and Plum streets (indicat-

ing on map)—in my opinion all of the cars that I mentioned, and

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of the delivery, some includes what I term spotting, and some not—that the delivery upon those team tracks—in my judgment, I may be wrong, but in my judgment—taking the investment of the property and all, that that is probably the most expensive, or one of the most expensive deliveries that the Big Four must make in Cincinnati; if there is to be a charge for the spotting of a car on a private siding, based upon the expense, and you go through a terminal of this kind, and you pick out where it is more expensive for the mere spotting—or take this other point of view, Mr. Commissioner: The Big Four will now take, and it is proper, I think, and I think it is fundamental, that a community must have the same rate—that is fundamental I take it—a car of lumber from that Sharonville yard would come to these yards and be delivered over here at Brant, Kentucky, on the C. & O. Railroad, at the Cincinnati rate say, of 13 cents from Michigan points. Now, the Big Four, out of that rate of 13 cents, will absorb 30 cents a ton, making delivery here at Brant, Kentucky. Now, the question comes up whether or not it seems to me, in answer to your question, the absorbing of 30 cents a ton to that point, and then the mere charge of 10 cents a car for spotting on a track into some place

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over here adjacent to their line (indicating on map)—

Commissioner Harlan: Well, Mr. Williamson, you are now going into the question of propriety of group rates, and I do not think it is profitable to discuss that in connection with this question.

Mr. Williamson: Well—

Commissioner Harlan: And I have no doubt that you do not think it is profitable. If the Cincinnati rate, with these absorptions, will spot a car at Covington, then you might as well commence to argue that a less rate should be charged a point north of Cincinnati, where there is not the absorption; that that goes to all group questions—

Mr. Williamson: That goes to all group questions.

Commissioner Harlan: And that can be discussed later, if you think there is any value in that phase of the matter. Well, I do not understand, taking what you have just said, that there is any spotting, as you define it on the team track, except in particular instances, perhaps, where there are unloading appliances required.

Mr. James: It has been testified that they drill produce cars and vegetables cars on some tracks.

Commissioner Harlan: Well, that was produce.

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Mr. Williamson: I think your Honor, in many instances, the expense for delivery on the team track is greater to the carrier.

Commissioner Harlan: Well, there is no spotting there, as you defined it.

Mr. Williamson: No; not in that sense.

Commissioner Harlan: Now, I put to you the question again, whether you meant to be understood as saying that a charge for the service of spotting, as you define it, is an improper source of revenue, in case additional revenue is needed. Taking your train of yesterday—

Mr. Williamson: Yes, sir.

Commissioner Harlan: You had in that train a carload of brick. If I am not mistaken, you have protested in this case against the increase in the rates on—

Mr. Williamson: Paving brick; yes, sir.

Commissioner Harlan: Now, let us consider this traffic for a moment. Do you wish to be understood as preferring an increase in the rate on brick to a charge for the spotting of a carload of brick? I am putting the question that way, not because the charge for the spotting service would necessarily include an increase in the rate, if that would

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seem to be a proper course to pursue; I am putting it to you in the alternative in order to get your precise point of view. Suppose the spotting service, if properly and reasonably charged for, would give to the carriers sufficient revenue in connection with other sources of revenue under discussion in this case, and have been discussed in other places; suppose that should be the alternative; are we to understand that you would prefer an increase in the rate on brick rather than a reasonable charge for the service of spotting a carload of brick in Cincinnati?

Mr. Williamson: I will say, yes, and then qualify it in this way, your Honor. But if there is to be an increase in the rate on paving brick, it should not be a horizontal increase of five per cent.

Commissioner Harlan: Well, we need not discuss the amount.

Mr. Williamson: I just merely wanted to say that.

Commissioner Harlan: I want the principle in your mind.

Mr. Williamson: I understand:

Commissioner Harlan: We need not limit it to paving brick.

Mr. Williamson: I understand.

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Mr. James: We are here representing paving brick and our contention that paving brick—

Commissioner Harlan: Well, we do not care about the contention of paving brick. We are dealing here with the general proposition of the means of increasing the revenues of the carriers if it is developed in this record that additional revenues are necessary.

Mr. James: Yes.

Commissioner Harlan: Now, here is a witness who has had a broad experience, and I want the benefit of his view, and the Commission wants the benefit of his view, as to whether, if we adopt the alternative—I do not mean to say that that will be developed to be the alternative, but go get the view, if it shall appear that sufficient revenues can be raised to meet the requirements of the carriers by insisting on the charge for the service, among other the service of spotting, which you admit in your testimony costs the carriers something. Now, would you prefer an increase on the rates on brick rather than a reasonable charge for the service of spotting a carload of brick at Cincinnati?

Mr. Williamson: My judgment would be on that, that if the record shows that the carriers are in need of addi-

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tional revenues, the most equitable way, considering it from every point of view, would be on the rates, rather than on the point, up to what I have defined spotting; on a broad liberal proposition, from the railroads' standpoint, or from my own view of what the railroads' standpoint would be, and from the shippers' standpoint, and the public standpoint, that would be my answer to that question.

Mr. James: Mr. Williamson, I do not understand that you concede that if the carriers have a deficit, that that deficit is caused by the free service of spotting?

Mr. Williamson: Not at all.

Mr. James: Have you made some examination as to the cause of the deficit arising from the passenger service, and can you illustrate it very briefly in reference to the—

Commissioner Harlan: Oh, no. That is aside from the particular matter before us today, and we can not go into that today. We have assigned this particular question for today's hearing. Before the record is closed, that is one of the questions that may—

Mr. James: Will we have an opportunity to present that before the arguments in this case of the 16th. We are prepared to show, if your Honor please, on the Pennsylvania

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lines alone, east of Pittsburgh, that the earnings have dropped down from a net of ten million dollars to less than one million dollars a year in their passenger service.

Commissioner Harlan: We will not go into that question today, Mr. James. Have you any further questions to put to Mr. Williamson?

Mr. James: In connection with that, may I file a little exhibit in this case showing the deficit from the official files?

Commissioner Harlan: I see no objection to that.

Mr. James: To make it clear, Mr. Williamson, I have understood you to say—and I want to be very clear about it—that the service from the railroad right of way into the industry is not a free service, but a compensated service, under the conditions of the present rates?

Mr. Williamson: That is my understanding.

Mr. James: I wanted to be clear about that.

Mr. Williamson: Yes, sir; and I have always viewed it from that standpoint, while a traffic officer of the carriers.

Mr. James: Now, then, in coming to this question of expressing your opinion that that service, which is strictly and properly called spotting, is distinguished from that

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service for which the carriers are compensated, in receiving freight, transporting freight, and delivery of the freight, can you give a little more analysis as to why you base the ten cents, and why other elements of the cost to the carrier ought not to be included in the charge for spotting, when spotting is performed, as you have given in your opinion; for example, the cost of maintenance of way, depreciation, fuel, and the cost of conducting the service? Then, too, if you can, illustrate it by reports made by the carriers to the Commission.

Mr. Williamson: Yes. I have in my mind the copies of pages 13 and 93 from the annual report ending June

30, 1913, of the Indianapolis Union Railway Company to the Commission. Page 13 shows that that line has a main track of 9.67 miles, and yard track and sidings of 47.8 miles, with a total trackage of 62.23 miles; and the average expense per car handled for that year, 1913, was 25,926 cents—about 26 cents was the expense, the total expense.

Mr. James: That is the full expense, is it not, of all kinds of cost, operating, depreciation and repairs and all of those items included in the report, from the breaking-up yard right into the industry, including the so-called free service?

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Mr. Williamson: Yes, sir.

Mr. Brandeis: Mr. James will you ask the witness whether that is both loaded cars and empty cars?

Mr. James: Is that loaded and empty, Mr. Williamson?

Mr. Williamson: That is loaded and empty; yes, sir.

Mr. Patterson: How many cars does it refer to?

Mr. Williamson: It represents 2,194,744 cars.

Mr. Patterson: And this Indianapolis Union Railway is a terminal belt line—

Mr. Williamson: Yes, sir.

Mr. Patterson (continuing): That does switching and nothing else?

Mr. Williamson: That is true, and that is why we have the cost of switching. That is where we can get the location.

Mr. James: That, therefore, is a good illustration, where that expense is allocated from every other expense from operating the railroad?

Mr. Williamson: Yes, sir.

Mr. Brandeis: I would like to have that explained a little. When you say that includes the loaded and empties, if a car is put in empty and is then loaded, would there be the cost, as you have figured it, of 26 cents or 52 cents?

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Mr. Williamson: I will give you that in a minute.

Mr. Fisher: You mean both operations?

Mr. Brandeis: Yes; two operations, one putting in the empty, and the other taking it out loaded.

Mr. Williamson: That is per movement.

Mr. Brandeis: That would be 52 cents on the operation?

Mr. James: That depends, Mr. Brandeis.

Mr. Brandeis: Well, I want the witness' opinion?

Mr. Williamson: That would be 52 cents, yes, sir—that operation.

Mr. James: But Mr. Williamson, is it true that every time it is outbound merchandise, they put in an empty?

Mr. Brandeis: We know that is not true.

Mr. Williamson: No, sir.

Mr. Brandeis: You need not ask him that. We know it is not so.

Commissioner Harlan: We know, Mr. James, that it often happens that there is not a round trip.

Mr. James: As I understand you, it would be proper to ascertain the cost of the loaded movement to the carriers, and multiply that by two, and if not, why not?

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Mr. Williamson: Because, in many instances, when a loaded car goes into the industry, that car, when unloaded, becomes available for reloading outbound.

Mr. James: Have we an increase in expense in a case before this Commission, the fabrication of iron and steel?

Commissioner Harlan: Everyone understands that.

Mr. Fisher: Mr. Williamson, tell us whether the statistics of this particular road which is referred to contain a compilation that would show how many of the cars are of the kind you have last described, and how many are in operation where an empty car is taken from the yards and put in.

Mr. Williamson: It does not show that.

Mr. James: Mr. Williamson, have you any other illustration now? Is there a record there of the Minnesota Transfer, Mr. Williamson?

Mr. Williamson: I have another one here, just a minute. Now, the Detroit Terminal Railway, for the year ended June 30, 1913, showed a total trackage of 39.4 miles. The average expense per car handled was \$1.21, and the total number of cars handled was 113,573.

Mr. James: Now, that includes the total movement from

6105

the breaking-up yard into the industry and into the team tracks, does it not?

Mr. Williamson: All on that line—whatever that includes.

Mr. James: And if they had been heretofore including free service, that was included in that amount?

Mr. Williamson: Yes; and I would say this from the report, that it includes the maintenance of the track, the maintenance of the locomotive, the superintendence, the expense of any agents—all of these expenses growing

up; that is all included in this expense reported to the Commission.

Mr. James: All of the items required by the uniform accounting to the Commission.

Mr. Williamson: Under their form for the switching roads.

Mr. Fyffe: Does that take into account the value of the terminal property in any way?

Mr. Williamson: No; this is the expense. But in answer to your question, I want to make this clear. The value of that property, of the terminal company, is there, and is incidental to the delivery, as I have defined it over and upon the side track. Now, to merely make the spotting

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additional to that, the property is not employed merely for that spotting service. All the expense incident to the ownership of the property is included in the service for delivery over and upon the tracks, as distinguished from spotting.

Mr. Brandeis: It includes the interest and depreciation on locomotives, I suppose, does it?

Mr. Williamson: As I understand the report, yes.

Mr. Brandeis: Your figures include interest on depreciation on locomotive.

Mr. Williamson: Not the interest on locomotive, but the depreciation that is required by the Commission on the report of the switching road, whatever that report requires.

Mr. Brandeis: No capital charge.

Mr. Fisher: No capital charge of any kind?

Mr. Williamson: No, capital charge of any kind, because the capital charge would go to the question of—that capital is there when the car was, if it was merely placed over upon the side track and not spotted. Now, for the mere spotting, you are not to charge the capital account over again.

Mr. Brandeis: You would not say that about the locomotive service?

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Mr. Williamson: No; for the minute or two employed in performing the service, you would have the interest for one or two minutes or whatever the time was used that was employed in that?

Mr. Walter: It would be very hard to find that, Mr. Williamson.

Mr. Williamson: It would be very hard to find that.

Mr. James: Almost a negligible quantity.

Mr. Williamson: Yes.

Mr. James: Have you the Minnesota transfer and some of the other Minnesota switching lines?

Mr. Patterson: Did Mr. Williamson explain where the ten cents came from? You were up to the 52 cents?

Mr. James: Yes, sir; that is a few minutes of spotting, as distinguished from the taking of the train from the breaking-up yard and drilling it onto the rails of the carrier and carrying them onto their premises. That is ten cents.

Mr. Patterson: I understand that, but I do not understand the mathematical process.

Mr. James: He gave you the same line of mathematical process that he got from the carriers.

Mr. Brandeis: Do these figures of this terminal company

6108
include the expense of the drilling on lines of the carriers—this 52 cents or \$1.07—do they include the operation of the drilling on the lines of the carriers?

Mr. Williamson: I could not answer as to that.

Mr. James: Mr. Williamson, this is a service performed by a switching engine and a switching crew?

Mr. Williamson: Yes, sir.

Mr. James: Whatever it is, between the breaking-up yard, and the final putting of the car in position so that the car can be unloaded.

Mr. Williamson: Yes, sir.

Mr. James: Would that not necessarily include any drilling if any took place on the line of the carrier after it left the breaking-up yard?

Mr. Williamson: Well, no, it did not include the expense of the particular terminal line.

Mr. James: Yes; I say on the particular terminal line.

Mr. Williamson: Yes.

Mr. Walter: It includes every movement of every car of whatever kind moved by the Indianapolis Union Railway?

Mr. Williamson: Yes, sir.

Mr. James: That is, if the Indianapolis Union Railway did

6109
the drilling, it includes the drilling?

Mr. Williamson: Yes, sir.

Mr. Brandeis: And if it did not, it would not.

Mr. Williamson: Yes, sir.

Mr. James: Have you any other illustrations?

Mr. Williamson: I have one report for the Minnesota Transfer Railway, St. Paul, to the Commission, for the year ending June 30, 1912.

Mr. James: That is the switching terminal report, is it not?

Mr. Williamson: Yes, sir; the switching terminal company's special report.

Mr. James: What page is that?

Mr. Williamson: Page 93. That shows a total expense per car of handling for 691,682 cars, of 98.9 cents.

Mr. James: How many cars are included there? It will probably be asked of you.

Mr. Williamson: I gave that.

Mr. James: Oh, did you? How many cars did you say?

Mr. Williamson: 691,682. Now, the Minneapolis Western Railway, for the year ending June 30, 1912, shows 42,550 switched, and the average expense per car for handling was 85.4 cents; the Minneapolis Eastern Railway Company for the

6110

year ending June 30, 1912, page 93, shows 49,749 cars and, an average expense of 61.1 cents.

Mr. James: Have you any other illustrations there, Mr. Williamson?

Mr. Williamson: Yes, sir; the Akron & Barberton Belt Railway Company, for the year ending June 30, 1913—I would state that I did not have time to get the 1913 figures for those roads, but I have those in the office, and gave those particular figures for 1912—

Mr. James: We have those figures in reference to another case.

Mr. Williamson: Yes; and I would be very glad to submit the figures for 1913—

The Akron & Barberton Belt Railroad Company, 85,009 cars, with a cost of \$1.125 average expense.

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The Toledo Belt Railway. The average expense, as I gathered from an investigation made some time ago, was \$1.19 per car. That included the handling of cars for any distance on the road; also taxes, depreciation and all other expenses, including salaries of general officers, superintendents, and everything else.

Mr. Fisher: You have not told us in these matters about the differentiation of the character of service. What differentiation is there in the illustrations you have given as to the character of service performed?

Mr. Williamson: These are all switching roads,

where it is allocated, and they report the average expense per car to the Commission.

Mr. Fisher: Take the Minneapolis matter. Do they not rehandle the freight? Does not that include the rehandling of freight?

Mr. James: This is spotting cars only.

Mr. Fisher: I wanted to be sure of that.

Mr. James: These are illustrations of the general propositions which you have stated with reference to the first report you have dwelt on.

Mr. Williamson: Yes, sir.

Mr. Walter: Mr. Fisher's question indicates that these

6112

roads may handle l. cl. l. freight.

Mr. Fisher: As I understand the situation in Minneapolis—and I am familiar with it only from what I have been told—they are applying, or seeking to apply this principle or idea suggested yesterday, namely, of collecting freight inside, taking it outside, and rehandling it outside. I merely wish to ascertain whether or not he has investigated that and knows whether or not this charge includes any expense of that kind, or what it does include?

Mr. Williamson: I would judge so; these reports ought to include all of the expenses.

Mr. Fisher: I have assumed that these records of the switching roads are their total expenses.

Mr. Williamson: Yes.

Mr. Fisher: Whatever they do is included. I understand there is quite a difference in what the various roads do. Some do one thing and others another thing.

Mr. Walter: It would still further reduce the cost of handling the car.

Mr. Williamson: The particular spotting.

Mr. Fisher: My purpose was merely to get before the Commission whatever the facts are. In other words, the significance

6113

of this evidence depends entirely upon what service the roads concerned actually perform.

Mr. Patterson: Do you regard the cost of a terminal switching road, handling, as in one case you have given, over 2,000,000 cars a year, and in another case 689,000 cars a year—do you regard the figures as given there as of value in determining the cost of service performed in the country districts by local freights, two movements

a day, cutting a car off with a road engine and switching a car into a siding?

Mr. Williamson: That would be a totally different condition.

Mr. Walter: Yet the wealthy road is asking for the same advance that the poor, poverty-stricken road is asking for. Is not that so?

Mr. Williamson: I understand they are all asking for it. Here is the Buffalo Creek Railroad, at Buffalo, New York. For the year ending June 30, 1913, they handled 211,087 cars and show an average expense of \$1.11 per car.

Mr. James: What you stated with reference to those other reports would be applicable to this?

Mr. Williamson: Yes.

Mr. Patterson: You did not misunderstand my question, did

6114

you? That the extent of the service performed in the country districts, as compared to the large cities, depends on the wealth of the carrier?

Mr. Williamson: No, sir.

Mr. Walter: What would you say as to charging the amount at the country point that it would cost, and apply only the cost to the man in the city, where it would be so much smaller? Do you think that would be equitable and satisfactory to the public?

Mr. Williamson: Just what the cost in the country is I have not gone into.

Mr. Walter: Assuming it to be a great deal greater, say five times as much.

Mr. Williamson: I would like to have that question repeated.

(The reporter read the pending question as follows):

"Mr. Walter: What would you say as to charging the amount at the country point that it would cost, and apply only the cost to the man in the city, where it would be much smaller? Do you think that would be equitable and satisfactory to the public?"

Mr. Patterson: Mr. Walter means Cincinnati is a City

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within that definition of a city.

Mr. James: Did you include Sleepy Hollow and Philadelphia as small towns or large towns?

Commissioner Harlan: Let us get along. You can argue those questions.

Mr. Williamson: It would not, in my opinion, be equitable to add it on to one community and relieve another community from it. It goes back to the question—if there is not sufficient revenue for the carriers, and it must be made up in my opinion leveling it on all traffic—

Mr. Walter: Make the team track man bear his share as well as the industry man.

Mr. Williamson: Everybody. I would like to make this point clear to the Commission. I was, for some three or four years, in Cincinnati, negotiating with one of the important carriers there the matters of adjustment of switching charges, extending switching districts, and terminal propositions in general. After three years negotiation we came to a tentative agreement. There was represented on my board—on the Board of the Receivers & Shippers' Association—a representative from the Chamber of Commerce representing the various industries;

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a representative from the Business Men's Club, the Manufacturers' Club, the Carriage Makers' Club, and a representative of the Produce & Commission man who do a large amount of draying. All in all the community was represented in those negotiations. I was finally given authority to arrange the final details so far as the shipping community was concerned in those negotiations. In all of those negotiations, there was sitting on my board of directors a representative of the Fruit & Produce trade, which did a great deal of teaming, and never once did the question arise as to whether there was any discrimination because they had to haul by dray as against someone else having a car put upon a private track.

I would say in all my railroad experience, and in my experience representing the shippers, and since then, I have never heard that question raised as to where—I have never heard a man that was draying raise that question by saying that he felt he was discriminated against because someone located on a private siding had cars delivered at his door.

Mr. Walter: As the representative of the Chamber of Commerce would not you have been the man with whom that com-

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plaint would probably first have been lodged?

Mr. Williamson: At that time I was not the direct representative of the Chamber of Commerce.

Mr. Walter: But later?

Mr. Williamson: The Chamber of Commerce was represented in our Association by a director, and those matters would come to me through that channel.

Mr. James: The Receivers' & Shippers' Association to which you have referred?

Mr. Williamson: Yes.

Mr. James: There is one other question before I pass to the ferry car service. Is it not the practice of the carriers in Cincinnati to sort traffic on team tracks, for example, for produce as distinguished from general merchandise?

Mr. Williamson: In some yards, yes.

Mr. James: Passing, now, to the subject of ferry cars or trap cars. Tell us what you know about such service in Cincinnati, and illustrate it by exhibits if you have any, doing it very briefly.

Mr. Williamson: I do not catch the question.

Mr. James: Tell us what you know about the trap car or

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ferry car service in Cincinnati, and illustrate it with any exhibits that you may have.

Mr. Williamson: The trap car or ferry car service of a community is used in connection with its daily package car service, loaded out by the railroads.

When the industries at Cincinnati began to move out from the old district of Cincinnati into the suburbs they of course had carload shipments as well as less than carload shipments. The Cincinnati rates were applied from the outlying suburbs as well as from Cincinnati proper.

Mr. James: Did they make substations in the suburbs?

Mr. Williamson: The carriers did not maintain substations at all of these suburban points, but a very few of them. It was not convenient.

When the industries located on private sidings in the suburbs instead of the carriers providing depots and facilities for taking care of the less than carload business at their stations, in lieu of providing those facilities, the carriers put in what was known as the trap car or ferry car service, so that the Cincinnati less than carload rate would be maintained from that point as per their tariffs. The trap car service, so far as Cincinnati is concerned, was inaugurated to any extent, about the time that these

6119

industries began to go out to the suburbs. A number of the carriers adopted that as the most economical

method of providing facilities for taking care of less than carload business.

Mr. Brandeis: Will you fix the date of that?

Mr. Williamson: I never went into that. My recollection is that it began in considerable volume about 1906 or 1907.

Mr. Brandeis: 1906 or 1907.

Mr. Williamson: That is my best recollection at this time. It may have been a little earlier than that.

Mr. Walter: We have a witness here that will show that it existed away back in 1895 to an important degree in Cincinnati.

Mr. James: It was more economical for the carriers to provide the trap car service than to provide the substations?

Mr. Williamson: Entirely so, yes.

Mr. James: The trap car, in a sense, became a substation?

Mr. Williamson: Yes.

Mr. James: A substation on wheels, instead of being on the ground?

Mr. Williamson: Yes. In that connection, I found at Cincinnati a great deal of confusion as to which of the depots to haul freight to. I

6120

prepared, at the time I was there, a guide to indicate what roads were loading daily merchandise cars, and at what depots they were loading cars for particular points, so as to give to the shippers in that community the necessary information to guide them as to what depots to haul freight, if they wanted to get the benefit of the daily package cars from Cincinnati. There were in excess of 600 daily cars going out of Cincinnati, some going as far as the Pacific Coast and others as far east as Boston.

Mr. Patterson: Are those cars regardless-of-quantity-cars?

Mr. Williamson: Not all. Some of them are.

Mr. Patterson: How many are, do you know?

Mr. Williamson: I could not tell that.

Mr. Patterson: Do you know the minimum on those regardless-of-quantity cars, or is there a minimum?

Mr. Williamson: It varied with the various roads. Some specified a minimum and some did not.

The cars included in the list I made were usually cars that had been in the service for a good many years.

The package car service, as distinguished from the trap and ferry car service, started about twenty years ago in Cincinnati. These cars had stood the test of time. Some few of

6121

them were not paying. Those that were not paying were called to my attention, and I called it to the attention of the carriers, and recommend that they cut out those cars where the tonnage did not warrant the use of them. There were some few cut out upon my recommendation.

Mr. James: Will you identify that as an exhibit, so that we can have it marked?

Mr. Williamson: I will identify this as Williamson Exhibit No. 5.

(The paper referred to was received in evidence and marked "E. E. Williamson Exhibit No. 5," and is forwarded herewith.)

That plan was brought down to date by my successor at Cincinnati, and I will introduce this pamphlet as my Exhibit No. 6.

(The paper referred to was received in evidence and marked "E. E. Williamson Exhibit No. 6," and is forwarded herewith.)

Mr. Walter: These package cars may have freight intermediate to Cincinnati as to destination—in other words, a car going to St. Louis might be stopped at Indianapolis and some freight put in there to go on.

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Mr. Williamson: Not in those cars. Those were special through cars. I will briefly illustrate the point.

The B. & O. Southwestern load at their depot at Second and Smith Streets in Cincinnati a daily car for St. Louis proper, that is at this location here (indicating on map).

At their Brighton station, out there, they load a daily car for the Rock Island depot at St. Louis. That is all freight from this vicinity that is going to points on the Rock Island beyond St. Louis is loaded into that car.

We will take as an illustration the Globe-Wernicke Company a user of trap car service at Norwood.

Their idea is that these industries with less than car-load freight get the benefit of these 600 odd daily package cars from the down-town depots at Cincinnati. If the Globe-Wernicke Company have enough freight to make up a ferry car, which freight is going to points beyond St. Louis, reached by the Rock Island Railroad, they put that freight into a ferry car at their plant, and that, then, will be taken by the Baltimore & Ohio Southwestern to their Brighton Station, there put into that car that is loaded there each day for the Rock Island depot in St. Louis.

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The Globe-Wernicke Company's plant is adjacent, with a short distance, to the depot of the Baltimore & Ohio Southwestern at Norwood. They have no adequate facilities there for taking care of this less than carload business. The Globe-Wernicke Company can dray that business over to the depot of the Baltimore & Ohio Southwestern in Norwood; the Baltimore & Ohio Southwestern would take and load it into a car, and, to get it into the Rock Island daily package car that is being loaded at the Brighton depot, the B. & O. Southwestern would haul that same car down to the Brighton stations and perform exactly the same service.

So, whichever way they handle it, the B & O. Southwestern would have to provide a car, because the Cincinnati rates apply from Norwood to St. Louis. The loading of that ferry car, at their plant, in my judgment, would be a more economical arrangement for the carrier than to have the freight drayed to this depot and then switched in. I think on the whole it would be a more economical arrangement.

As I have said, as the industries went out and located in the suburbs, the railroads, in lieu of providing depot facilities for handling this business at Cincinnati rates, practically made the ferry car or trap car a substation in those

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localities.

Mr. James: I want to close your evidence by showing you something that you have not yet seen. It is a letter from M. B. Farrin Lumber Company to Mr. G. M. Freer, Commissioner of the Cincinnati Chamber of Commerce, Cincinnati, Ohio. It is dated Feb. 25, 1914.

I call your attention to short paragraphs, which I will ask you to read into the record as illustrating the fact that these trap cars in fact become substations, and that it was at the request of the carriers themselves.

Mr. Williamson: "Relative to the charge for trap car service, we beg to state that we are located exclusively on the C., H. & D. Railroad Company, and, for many years, both individually and in connection with other shippers in our vicinity, we endeavored to have the railroad company furnish a transfer or loading station in the vicinity of Winton Place, where we might deliver our less than carload business to them. In fact we circulated a petition which was signed by all of the shippers in this locality, and we presented it to the railroad company, asking for these facilities. The railroad company

simply ignored us and told us in lieu of a freight house we might use the trap cars for our less

6125
than carload business, from which we understand the handling of trap cars is more economical to the railroad companies than the providing of transfer or freight house facilities in our particular locality, namely the Winton Place Station."

Mr. James: Is there anything else which you wish to say that you have not covered. If so, please state it briefly in order that I may turn you over to the tender mercies of Mr. Patterson and these other gentlemen.

Mr. Williamson: I want to emphasize this fact: That the tendency, not only in Cincinnati, but from my observation in other communities, is rather to the enlargement of the number of sidetracks rather than to decrease them; that is decentralization from the congested districts. My experience is that every time an industry is taken away from the congested districts, to that extent there is relief and benefit to the carriers.

Mr. Brandeis: We have heard to a certain extent from Chicago, and have heard from Detroit and Cincinnati. It seems to me to be proper for those who are representing large cities in the east, such as New York, Philadelphia and Boston, to now be given an opportunity to present briefly the situation there.

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Before doing that, it may be of assistance to them, and to others here, if I should state in a few words the results of the investigations undertaken by the Commission, through its representatives, on February 20th, as to the actual cost as observed in the operation described as "spotting," which differs, of course, from the spotting that has been described by Mr. Williamson.

Mr. Walter: That is a matter that we desire to object to and we wish to insist upon the objection, because it involves questions which, upon their face, are of the greatest importance. I do hope that Mr. Brandeis will put the witnesses on the stand who made the investigation.

Mr. Brandeis: The observation was made at eight terminal points—

Mr. James: Are we not entitled to a ruling on that, your Honor.

Commissioner Harlan: The objection is noted.

Mr. Brandeis: Also at four way-stations points. The results of the observations, together with the full detail, it is my purpose to have placed at the disposal of any

of the parties interested in the case, so that they may have an opportunity to examine it carefully.

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Mr. Walter: May we put on a witness as to that particular matter?

Mr. Brandeis: I have no doubt that if the matter becomes of such importance, as to detail, that you will have, at the proper time the fullest opportunity not only to put on witnesses, to cross-examine witnesses, but to put in any evidence to the contrary that you may see fit.

At the present time the desire is—and if it is not of service to you, it may be to some of the other gentlemen present—here—to know what the Commission's representatives have observed. As the time is limited in which hearings can be had at the moment it is necessary to put this in a little briefly, instead of putting on twelve witnesses and having them examined as to all of the details.

Mr. Walter: Are they the same men who went to the Ryerson Place?

Mr. Brandeis: I do not know whether any of them are the same men, but they are all men who have the confidence of the Commission.

Mr. Walter: We have no question about the confidence, but this is not a case for confidence.

Commissioner Harlan: Proceed, Mr. Brandeis.

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Mr. Brandeis: The first investigations were made in New York City, I might say that in giving the data as to expense the figures are not in all cases comparative. In some instances the figures include operation, maintenance, and depreciation; some of them are limited. But whether it is one or the other appears in each instance by reference to the figures themselves as well as the working papers, which show exactly what items are included in the figures. The papers also show in detail the circumstances under which the spotting took place, the distance, the number of cars spotted, and also the character of the service. The first is on the New York Central.

Mr. Fisher: Is there any indication of the definition of "spotting" employed, or is there any difference?

Mr. Brandeis: There is not any difference in the definition, but it in no respect corresponds to Mr. Williamson's definition. For instance, it takes in distance figures which are furnished in the various cases, so that you can see what the distances are, and the circumstances—

Mr. Fisher: I asked that question because you said it

did not agree with Mr. Williamson's definition. I thought perhaps we should have stated what the definition is, and also

6129

have stated whether the different observers followed the same definition.

Mr. Brandeis: All that appears, as to what is meant by the operation of spotting.

The first is the New York Central, at New York City. The number of cars spotted was 25, the average cost of spotting per car was 65 cents, the minimum cost of 31 cents and the maximum cost \$1.03.

At Buffalo the number of cars observed was 29. The average cost was 88 cents, the minimum cost was 62 cents and the maximum cost \$1.84.

At Baltimore the number of cars observed was 33. The average cost was \$1.57, the minimum cost 86 cents and the maximum cost \$3.29.

At Philadelphia the number of cars observed was 23. The average cost was \$3.67, the minimum cost \$2.11 and the maximum cost \$7.06.

At Pittsburgh the number of cars observed was 40. The average cost was 85 cents—

Mr. Walter: Does the name of the railroad appear on any of those statements?

Mr. Brandeis: It appears in each case.

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Mr. Walter: Have you copies of that statement that can be furnished us?

Mr. Brandeis: I do not know that there are copies here, but they are available. The railroad at New York and Buffalo is the New York Central; at Baltimore the Baltimore & Ohio and at Philadelphia and Pittsburgh the Pennsylvania.

At Detroit on the Michigan Central, the number of cars observed was 38. The average cost of spotting was 48 cents, the minimum cost 21 cents and the maximum cost \$1.46.

At Cincinnati, the Big Four the number of cars spotted was 17. The average cost was \$1.04, the minimum cost 56 cents, and the maximum cost \$2.55.

At Chicago on the Lake Shore the number of cars observed was 16. The average cost of spotting was 44 cents, the minimum cost 30 cents, and the maximum cost 76 cents.

As to the way-stations. On the New York Central, from North White Plains to Mt. Vernon the number of

cars spotted was 6. The average cost was \$1.26, the minimum cost 95 cents and the maximum cost \$2.08.

On the Pennsylvania Railroad, between Philadelphia and Devon, the number of cars observed was 14. The average cost was 67 cents, the minimum cost was 45 cents and the

6131

maximum cost \$1.42.

On the Baltimore & Ohio, between Brunswick, Maryland, and Washington, the number of cars spotted was three. The average cost was \$1.88; the minimum cost was 46 cents and the maximum cost \$4.03.

On the Lake Shore & Michigan Southern, between Chicago and Elkhart, the number of cars spotted was 74. The average cost of spotting was apparently 19 cents. The minimum was 15 cents and the maximum 38 cents.

Mr. Brownell: Will these schedules be placed in the record?

Mr. Brandeis: They will be made available.

Mr. Walter: Does that show the team track service; switching and team tracks?

Mr. Brandeis: No.

Mr. Walter: Were those reports made out by accountants or by the Safety Appliance men? The reason I ask that question is that one set of men has practical operating experience and the other may not have.

Mr. Brandeis: I am told they were made out by examiners, some of the had operating experience.

Mr. Walter: But not by the Safety Appliance force?

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Mr. Brandeis: I do not understand that any of them were of the safety appliance force.

Mr. Walter: Was that the same service that would be performed on the team track?

Mr. Brandeis: That I am unable to answer. There is no testimony on that point here.

Mr. Fisher: With such differences in the figures, it would be helpful if we could know what instructions were given to these men as to what they were to regard as spotting, whether they received instructions or whether they were left to exercise their own judgment.

Mr. Brandeis: We will place the letter of instructions, together with all these reports, in the record, so that you may have the full facts.

Mr. Fisher: Do you know whether it included any instructions on that subject or whether they were left to work it out for themselves?

Mr. Brandeis: I think they had adequate instructions. You will see from an examination of the letter of instructions. The letter of instructions and these reports will be placed in the record so that everybody may examine them.

I stated at the outset that the difference in the data in
6133
regard to these different reports was so material that I should be obliged to take a very long time to undertake to place them in detail before you. This was rather with an idea of showing you the very wide variation both in the cities and in the country. It is to a lesser extent in the country districts because we have not as large a number of reports. We only have about half.

Mr. Walter: Can that be embodied in the record so that your transcript will show it?

Mr. Brandeis: Precisely.

Commissioner Harlan: It is understood that copies of the letters of instructions and these other matters will be made available to the parties interested.

Mr. Brownell: May they not be put in the record so that we will receive them with the stenographer's minutes?

Commissioner Harlan: Yes, that may be done.

Mr. Brandeis: Mr. Lincoln, who represents New York, would like an opportunity to make a statement.

Mr. James: I want to make a request; that the examiners who made the reports be called to the stand today in order that we may have an opportunity to cross-examine them upon this information furnished to the Commission.

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Mr. Walter: We second that request.

Mr. Fisher: In view of Mr. Brandeis' suggestion I am a little concerned about the question of procedure. Mr. Brandeis has stated that we have heard from Chicago. All that we have heard, of course, has been the matters to which Mr. Barlow has referred. There were various matters which the Commission itself desired to have the Chicago representative look up and present. We have here the representative of Montgomery Ward & Company, who has made some very careful analyses and investigations, to such an extent as he has been able to do so in the time available. We have also the representative of the Tunnel Company.

Commissioner Harlan: We wish to get along as rapidly as we can. If we get the general views of the other communities this morning as we proceed in the

afternoon we will be able to take up the specific matters.

Mr. Fisher: I had in mind the passage of time. I do not care to press the matter. I merely want to get some information as to what the Commission will do.

Mr. Henderson: The switching charge at Columbus, Ohio, is published in I. C. C. Number 1, issued by Ira W. Morris, Agent, and is \$2.00 a car.

At Cleveland, Ohio, the charge is \$2.50 a car, published in Pennsylvania Railroad, I. C. C. Number F-296.

Columbus, Ohio, and Cleveland, Ohio, are both considerably larger than Nashville, and it is reasonable to suppose that the terminal limits there are equally
268 as, if not more, extensive than they are here.

Now the Southern Railway, in its I. C. C. A-5575, publishes switching rates and rules for the Southern Railway at, I think, all the junctions on the Southern Railway, and with some few exceptions the charge is \$2.00 a car. It generally applies on competitive as well as non-competitive business.

Taking such points as Atlanta, Georgia, Birmingham, Alabama, and Chattanooga, Tennessee, under the exceptions to the general rules at Chattanooga shown on page 14 of the tariff, the Southern Railway switch freight from Chattanooga to McCarty, Tennessee, at \$3.00 a car. This involves a main line haul of 6 miles and one terminal movement at Chattanooga and another at McCarty. This charge of \$2.00 per car is made at other points, such as Jacksonville, Florida, which I previously mentioned, Mobile, Alabama, Richmond, Virginia, and Savannah, Georgia. All of those cities compare favorably in size with Nashville; some of them are larger than Nashville.

Mr. Gwathmey: What did you say the charge is at Richmond, Virginia?

Mr. Henderson: It varies, but it averages \$2.00 a car. I have the tariff right here. Richmond is \$1.50 to \$2.00, \$2.50, \$3.00, \$3.50, and in one instance \$4.00.

269 There are varying charges according to the distances.

As a matter of fact the Interstate Commerce Commission in I. C. C. Docket Number 3789, the case of George M. Speigle vs. Southern Railway Company, 25 I. C. C. 71-77, found that the charge made for switching by the Southern Railway is in some instances as low as \$1.50 per car and in some instances as high as \$3.00 per car, and that the average charge is \$2.00 per car, and stated that \$2.00 is perhaps the average charge in the country, as a whole.

Now the Chicago, Milwaukee & St. Paul Railway in its I. C. C. B-2269, charges at Minneapolis, Minnesota, for switching carload freight between industries located on its line and its point of interchange with its connections, \$1.50 per car where a one-line switching movement is performed and \$3.00 per car where a two-line switching movement is necessary to reach the desired connection.

At Louisville, Kentucky, the average switching charge is \$2.00 per car, as published in Louisville & Nashville Railroad Tariff, I. C. C. Number A-12658.

The rules of the Louisville & Nashville Railroad at Louisville are somewhat similar to those at Nashville in that the Louisville & Nashville will not switch competitive freight except in connection with the Louisville, Henderson & St. Louis Railroad, with the further exception that they will switch benzole, benzine, liquid petroleum gas, naptha, oil gas, petroleum ether, petroleum naptha and petroleum spirits, regardless of the point of origin or destination. The charges of the Louisville & Nashville Railroad at Louisville, Kentucky, vary, being in some instances \$1.00 per car, in others \$2.00 and in still others \$3.00 per car. In one case the charge is \$4.00 per car, but this is a two-line switching movement and includes the charge of \$1.00 per car made account of the use of the hub track, I believe they call it.

Louisville, as a city, is considerably larger than Nashville and the terminals at Louisville must necessarily be equally as extensive, if not more so than the terminals at Nashville, and it is reasonable to assume that the switching service at Louisville is greater than that performed at Nashville.

I think, Mr. Commissioner, that these charges at other points that I have cited and shown in my exhibits show that the \$3.00 charge is unreasonable and that the charges made for switching competitive business are unreasonable in and of themselves and relatively, and we see no reason why the rules here should not be practically the same as at other points reached by the Louisville & Nashville and Nashville, Chattanooga & St. Louis Railway, and I think that \$2.00 a car is a reasonable charge to apply on competitive as well as non-competitive business.

That is all I have.

CROSS-EXAMINATION.

Mr. Jouett: In your Exhibit Number 12 you show the switching charges prevailing in some 16 or 17 places.

It is a fact, is it not, that you searched the tariffs to find the \$2.00 places?

Mr. Henderson: Well, no; I found very few other places—other charges. I searched the tariff to find the places served by these same roads, and as near as possible points of the same or nearly the same size as Nashville.

Mr. Jonett: What is the population of Nashville?

Mr. Henderson: Nashville is about 112,000, I believe, the last census. I do not know exactly what it is now.

Mr. Jouett: Is it not a fact the census shows Belleville, Illinois, is 21,000?

Mr. Henderson: There are some points in there smaller than Nashville, as I explained.

Mr. Jouett: Chattanooga—

Mr. Henderson (interrupting): I mentioned Chattanooga as being smaller; also Decatur.

Mr. Jouett: Decatur is smaller?

Mr. Henderson: Yes, sir.

Mr. Jouett: And Evansville, Indiana, is not half as big, is it?

Mr. Henderson: No; I do not suppose it is.

Mr. Jouett: How about Harriman, Tennessee?

Mr. Henderson: Harriman is the only point on the Tennessee Railroad where they switch for any one at all.

Mr. Jouett: What is the size of Harriman?

Mr. Henderson: I don't know.

Mr. Jouett: About?

Mr. Henderson: I really don't know; I have been to Harriman; it is a small place; I don't recall.

Mr. Jouett: Well, about the size, the population?

Mr. Henderson: It would not be any use of my guessing about it; it is a matter of record what the population is; I do not claim Harriman is anything like the size of Nashville.

273 Mr. Jouett: Why did you put it in this list then?

Mr. Henderson: Well, in the first place, as I just explained, that is the only point on the Tennessee Central Railroad where they had an unrestricted switching arrangement. That was one of the reasons.

Mr. Jouett: What did the unrestricted switching arrangement have to do with it? Switching is switching.

Mr. Henderson: Well, at Clarksville, the rules there are the same as they are here; the Louisville & Nashville and Tennessee Central will not switch freight at Clarksville for each other. At Lebanon the Nashville, Chattanooga & St. Louis and Tennessee Central will not switch

for each other. Now Harriman was the only point on that line where they connected with anybody who will switch for them.

Mr. Jouett: Take the next place, Henderson, Kentucky. That is 11,000, according to the census.

Mr. Henderson: 11,000.

Mr. Jouett: Nashville is 10 or 12 times as big, or more.

Mr. Henderson: Now, to save time—

Mr. Jouett (interrupting): I do not want to save time, Mr. Henderson.

Mr. Henderson: I tried to explain as I went along
274 that Atlanta, Georgia, Birmingham, Alabama, Memphis, Tennessee, and New Orleans, Louisiana, were all cities as large or larger than Nashville. Now I think with those exceptions the other points are all of less size than Nashville.

Mr. Jouett: Did you not just state in answer to my question a moment ago that you had selected places, not in order to get \$2.00 places, but places that were about the size of Nashville.

Mr. Henderson: I said I selected places served by the same railroads that serve Nashville and, as far as possible, to get points that were about the same size. Now I have gotten points that I have mentioned which are larger than Nashville.

Mr. Jouett: Well, Knoxville, Tennessee, is about 36,000, is it not?

Mr. Henderson: I do not know what the population of Knoxville is. I know it is smaller than Nashville.

Mr. Jouett: Lexington.

Mr. Henderson: I have been to Knoxville several times and been around the terminals there of the Southern Railway, and I do not know just how the distances on the terminals compare, but I know they take in a large stretch around the city.

275 Mr. Jouett: Still speaking of round numbers, Lexington is about 35,000, is it not?

Mr. Henderson: I have no definite information. I have given you the points on there that are as large or larger than Nashville, and I state all the balance of them are smaller than Nashville. Now if you want me to pick each one of them out I will do that.

Mr. Jouett: I want to get some idea how much smaller. Mobile, Alabama, is about a third as large as Nashville, 51,000, according to the census?

Mr. Henderson: 51,000—that would be a good deal more than one-third, if that is right. I do not know

whether it is or not. The last census gave Nashville 112,000.

Mr. Jouett: Well, a little more than twice. Montgomery is shown by the census to be 38,136, or do you know that?

Mr. Henderson: That is about right. But, as I explained this morning, the terminal movement in Montgomery is, I believe, fully as such as it averages here. It may not be altogether, but it will compare very favorably with them.

Mr. Jouett: Then the city of Owensboro, according to the census, is 16,011, that is correct, is it not?

Mr. Henderson: I will take your word for it.

276 Mr. Jouett: Now Paducah is shown by the census to have 22,000. Now I will ask if you think it is a fair comparison to present three-fourths of these, or four-fifths of these towns of that small size as throwing any proper light on Nashville?

Mr. Henderson: I think when you start at the head of the Louisville & Nashville Railroad at Louisville to Cincinnati—and, by the way, the switching charges at Cincinnati will average about \$3.00; they vary, but that is the average—now when you start at Cincinnati and go the entire length of the Louisville & Nashville Railroad to New Orleans and to Memphis and get 6 or 8 towns larger than Nashville, and the others, although they may be smaller, it is a pretty good indication to my mind that the Nashville rate is too high.

Mr. Jouett: What towns in that territory make up the six or eight you say are larger?

Mr. Henderson: There is Atlanta, Georgia, is one.

Mr. Jouett: That is one.

Mr. Henderson: Birmingham is two.

Mr. Jouett: Well, two.

Mr. Henderson: Memphis is three, New Orleans four—well, four then all larger than Nashville.

277 Mr. Jouett: Do you not know that it is recognized generally that the switching charge is in many instances far less than the cost of service; that it grew up in many instances as a mutual thing among the railroads and was not intended to represent the cost of the service at all?

Mr. Henderson: I do not know whether that is true or not; it may be; but if it grew up everywhere less we do not see why it should not have grown along here at the same time.

Mr. Jouett: Do you not recognize different conditions?

Mr. Henderson: Let me finish my answer, please.

Mr. Jouett: All right.

Mr. Henderson: Your switching charge at Atlanta, at Birmingham, at Memphis, at New Orleans, might have originated when your terminals were not nearly as extensive as they are now, but the terminals there have grown just the same as they have here. The switching charge has grown only at Nashville, and remained the same everywhere else.

Mr. Jouett: The switching charge here was \$2.00 before there was any joint arrangement between the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, was it not?

Mr. Henderson: That is my understanding, yes.

Mr. Jouett: And have you taken into consideration the fact that everything that goes into the
278 actual cost of this service has increased, that is, all supplies and labor?

Mr. Henderson: I have. That is the very point I made just now. Those things have increased at Atlanta, Birmingham, Memphis, New Orleans, and the only place the switching charge has increased has been at Nashville.

Mr. Jouett: When were the switching charges increased here?

Mr. Henderson: Well, they were increased when the joint terminal arrangement was put into effect. As soon as there was another railroad came in here—of course, before the Tennessee Central came in there was no switching charge at all; there were only the two roads who operated a joint terminal.

Mr. Jouett: You do not know anything about the former switching charges at these other places, whether they have increased, diminished or remained stationary, do you?

Mr. Henderson: In a general way I know they have never been less than \$2.00. I have not the tariff references, but I think I am safe in saying they have never been less than \$2.00.

I have been in the railroad business and in this business for about 14 years and my recollection is that
279 \$2.00 was the general switching charge. Usually, when I first started railroading, that was about the average.

Mr. Jouett: You did not look at the switching charges in the other places in the country except here, did you?

Mr. Henderson: Why, yes, I gave you the places

that I had the specific references to the tariffs. I gave you those. Some others that I did not show on this exhibit. I gave you reference to the Southern Railway Tariff which carries, as the Commission found in that case I cited— that that was their average switching charge all over their line and that it was perhaps the average charge throughout the country as a whole, \$2.00.

Mr. Jouett: What case was that, Mr. Henderson?

Mr. Henderson: That was the case of George M. Speigle vs. Southern Railway, Docket 3789, 25th Volume of the Interstate Commerce Reports, pages 71 to 77.

Mr. Gwathmey: That case did not immediately involve the question of switching charges.

Mr. Henderson: It was a transit privilege case and that question did come up in it as to the extra cost to the railroads by reason of allowing the reshipment—the extra terminal expense, and it did strictly involve
280 switching in that way.

Mr. Jouett: Do you not know that in very many places throughout the country, and in many places that have been considered by the Commission, the switching charge is \$5.00 a car, and in many places more than that?

Mr. Henderson: Yes, sir; we have some here at Nashville that pay \$6.00 a car.

Mr. Jouett: Do you know any tariff for that?

Mr. Henderson: Well, I have shown the tariff reference there on my exhibit.

Mr. Jouett: That brings me to a consideration of the exhibits that you have offered, Mr. Henderson, to show that fact. I call your attention now to Complainants' Exhibit Number 2, which was the first exhibit filed by you, which is headed "Statement of switching charges at Nashville, Tennessee." You show the non-competitive switching charge to be \$3.00 per car; then you have a list under the head of "Competitive freight" at which you have made extensions ranging from \$36.00 down to \$12.00 per car. At the bottom of that statement you have this statement as your authority: "L. & N. R. R. G. F. O. 1930, I. C. C. Number A-12658." Do you mean

281 to say that there is any tariff in existence, issued by the Louisville & Nashville Railroad, that shows any such switching charges as you have put in that exhibit as if they were switching charges?

Mr. Henderson: Just what do you mean?

Mr. Jouett: Just what I asked.

Mr. Henderson: Well, if they had not been in the tariff I would not have put them in there and would not have shown that tariff reference for them.

Mr. Jouett: Have you the tariff there from which you found these?

Mr. Henderson: No, sir; I have not. I explained to you this morning that those rates, competitive switching rates, were taken from the Louisville & Nashville Railroad Nashville local tariff, as shown on the statement. Those are the rates as shown between Nashville, Tennessee, and Overton, Tennessee, and are applied as switching rates under the note in the tariff which authorizes the application to all points not shown the rate to the more distant stations. Now they are not set out there on the switching rate. The First Class is \$36.00, as shown in the complaint, and the complaint shows where they were taken from and where they were used, or claimed to be used, as competitive switching

282 rates—

Mr. Jouett (interrupting): I am referring—

Mr. Henderson (interrupting): Let me get through.

Mr. Jouett: Go ahead.

Mr. Henderson: And also quotes that note from the tariff on page 13 of the complaint. Those rates are set out as switching rates on competitive traffic as published in that tariff I have cited on my exhibit.

Now on page 14 the note is quoted which authorizes the application of those rates as switching rates.

Now they are not put in there and specified as switching rates, and it is not claimed anywhere in the complaint or in my testimony that they are so published. It is a fact that they are applied and always have been applied ever since I have been in Nashville, and in your paragraph 10 of your answer you admit that they are.

Mr. Jouett: Where is that station that you call Overton?

Mr. Henderson: Why, I do not remember exactly where it is; a few miles out of Nashville here. If I had a map of your road I could show it to you.

Mr. Jouett: On what railroad?

Mr. Henderson: On the Louisville & Nashville.

283 Mr. Jouett: Is it south or north of the city?

Mr. Henderson: Why, I believe it is south, towards Franklin, as I recall it; I am not certain about that, though.

Mr. Jouett: By what authority, then, do you say these are switching charges and put them under the heading in your exhibit "Switching charges at Nashville," if you say now they are the local rates from Nashville to Overton?

Mr. Henderson: Because they are the local rates

which are applied as switching rates on competitive traffic.

Mr. Jouett: Do you know of any competitive traffic that the Louisville & Nashville has applied that rate on and, if so, state when and where, so we may get what you are driving at.

Mr. Henderson: There were several witnesses here today who testified to actual experiences and gave the car numbers and the dates and the amounts charged. I remember some lumber shipments, iron shipments and bridge material shipments, and I know personally that they are the rates. I was connected with the general freight office here of the Southern Railway and Tennessee Central for four years. I know what the Louisville & Nashville charged on business that came in here from competitive points. They never made any bones
284 about it that I ever heard of before. It is generally known to every one who had anything to do with it that that was the charge.

Mr. Jouett: That the Louisville & Nashville Railroad switched on these local tariff rates—

Mr. Henderson (interrupting): I see what you are driving at now. Do you mean that the Nashville Terminals did it and the Louisville & Nashville did not do it?

Mr. Jouett: Do you not know the Louisville & Nashville did not have and have never had any terminal tariff at Nashville showing any charge for a switching service or any other service with reference to competitive business, local tariff or switching tariff?

Mr. Henderson: I know those were the rates assessed on competitive traffic that reached Nashville by the Tennessee Central Railroad going to industries on the Louisville & Nashville or the Louisville & Nashville Terminal Company or the Nashville Terminal, or whatever you want to call it. I do not know who performed that switching. It might have been done by the Nashville, Chattanooga & St. Louis, but it was done and those rates were charged. If they are not the rates then you charged it without any authority—I don't know.

285 Mr. Jouett: That is just what I am trying to find out whether there has ever been any authority shown in the tariff under which the Louisville & Nashville could switch a car that came in over the Tennessee Central from the point of interchange to an industry on the joint tracks.

Mr. Henderson: I do not know just how you operate your joint terminals. The Nashville, Chattanooga & St. Louis might have done it, or the Terminals might have

done it; the Louisville & Nashville Railroad might not have done it with one of their own engines or own crews, but the switching was done and those charges were applied.

Mr. Jouett: Now as to the Nashville, Chattanooga & St. Louis, they have applied, and under the tariff have applied the local rate that has been in existence for years from Nashville to Shops Junction, have they not?

Mr. Henderson: The Nashville, Chattanooga & St. Louis had specific switching rates in the terminal tariff applicable to competitive traffic. They were published in the terminal tariff and published as switching rates under Rule 8 quoted on page 17 of the complaint.

Mr. Jouett: Do you know the history of that rule?

Mr. Henderson: I don't know where it originated, no, sir.

Mr. Jouett: Do you or not know that the Nashville, Chattanooga & St. Louis had a local rate from Nashville to Shops Junction before the city of Nashville extended its limits so as to bring Shops Junction within the city?

Mr. Henderson: I don't know whether that is true or not; I never saw the tariff. I will take your word for it if you say it is.

Commissioner Meyer: Please state where, on Exhibit Number 1, Shops Junction is.

Mr. Henderson: The same as Baxter Heights, Mr. Commissioner.

Commissioner Meyer: Shops Junction is the same as Baxter Heights?

Mr. Henderson: The Nashville, Chattanooga & St. Louis call it Shops Junction and the Tennessee Central call it Baxter Heights.

Commissioner Meyer: Then I think I know where it is.

Mr. Jouett: You do not know then that the Nashville, Chattanooga & St. Louis maintained regular local rates from Nashville to Shops Junction or Baxter Heights before the city limits were extended?

Mr. Henderson: No; I do not know whether they did or not.

Mr. Jouett: Has not that been your general understanding or information?

Mr. Henderson: I have heard that said, yes.

287 Mr. Jouett: Now is not there a depot or station out there at Shops Junction?

Mr. Henderson: Why, there is a track connection there with the Tennessee Central; I do not think though

they have a freight depot there; I am pretty sure they do not deliver any less than carload freight there.

Mr. Jouett: Well, there is a station there and a passenger depot, is there not?

Mr. Henderson: I don't know whether there is or not.

Mr. Jouett: There is a passenger shed, I understand?

Mr. Henderson: That may be; I don't know.

Mr. Jouett: Now have you not also heard and is it not generally understood among railroad men that having established that station at Shops Junction and having maintained it for years, that when the limits of the city of Nashville were extended so that Shops Junction fell within the limits, that it still maintained the station and maintained the tariff—maintained that station in its tariff?

Mr. Henderson: Well, I don't know that I have ever heard that explained.

Mr. Jouett: Well, then, have you heard this further explanation, that when that occurred and by the extension of the limits that station came within the
288 limits, in order to prevent confusion incident to having it appear as a local station, which would seem to be out of town, it was put into the terminal tariff, which would show the conditions within the town—have you not heard that explanation?

Mr. Henderson: No; I never have heard that; I have no doubt that is correct. Of course, if the city limits were extended to take in a station which prior to that time had been outside of the city limits, it would be the natural thing to do, and I suppose that is why it was done.

Mr. Jouett: Now then, have you not understood that it was the position of the Nashville, Chattanooga & St. Louis all the time that in the handling of competitive freight brought to that junction by the Tennessee Central, that they treated it just as a local station and applied the local rate? Is not that what they have actually done and done it constantly all the time?

Mr. Henderson: No; I have never heard that claim before.

Mr. Jouett: What has been the claim of the Nashville, Chattanooga & St. Louis for charging the local rate then? Have they ever undertaken to assert that that was a switching charge?

Mr. Henderson: Why, they published it in their
289 switching tariff as a switching charge.

Mr. Jouett: Do you mean in the terminal tariff?

Mr. Henderson: In the terminal tariff; that is where it is carried, and that is what they called it.

Mr. Jouett: What is that?

Mr. Henderson: They called it a switching charge.

Mr. Jouett: Who calls it a switching charge?

Mr. Henderson: The Nashville, Chattanooga & St. Louis did publish it in their terminal tariff.

Mr. Jouett: Let me see whether they call it a switching charge anywhere.

Mr. Henderson: Well, Rule 8, quoted on page 17, it says: "This tariff"—speaking of that terminal tariff—"will not apply on traffic between industries, side tracks, or warehouses located on the Nashville Terminals, and the Tennessee Central Railroad. On traffic received from or delivered to the Tennessee Central Railroad at Shops Junction, except as provided under 'exception' below, the following rates will be applied."

Now in that same tariff and under that exception they publish a charge of \$3.00 per car on non-competitive business, and in the same rule they publish these
290 other rates, beginning at 12 cents per 100 pounds and going down as low as 3 cents on lumber as switching charges on competitive business. I do not see what else you could call it.

Mr. Jouett: Do you now know they are the local rates for the distance, and are they not spoken of as rates and not switching charges?

Mr. Henderson: Yes, sir; they are spoken of as rates, switching rates; that is what they are.

Mr. Jouett: That is what you think they are. You do not mean the Nashville, Chattanooga & St. Louis has ever stated that in its tariffs or by any of its officers?

Mr. Henderson: The Nashville, Chattanooga & St. Louis put the rates in its switching tariff as applying on competitive business. Now I do not see why they should put it in the switching tariff if it was not switching rates.

Mr. Jouett: You call it a switching tariff?

Mr. Henderson: Yes, sir.

Mr. Jouett: Is that the terminal tariff?

Mr. Henderson: Yes, sir.

Mr. Jouett: Why do you not call it the terminal tariff?

Mr. Henderson: I have always called a terminal tariff a switching tariff.

Mr. Jouett: Are there not very many other things
291 incident to a terminal tariff?

Mr. Henderson: I will try to think of it and call

it a terminal tariff. I have called it a switching tariff all my life and will continue to do so.

Mr. Jouett: Then your Exhibit Number 2 and your Exhibit Number 3 and your Exhibit Number 4, in which you have set out in detail different extensions ranging from \$36.00 down to \$5.00 in some instances, perhaps, on live stock, are simply summaries of calculations that you have made upon imaginary cars or imaginary weights based upon the local switching tariff of the Nashville, Chattanooga & St. Louis Railroad?

Mr. Henderson: Those charges—

Mr. Jouett (interrupting): I got that wrong. Local switching tariff is wrong; strike that out. Upon the terminal tariff of the Nashville, Chattanooga & St. Louis Railway and upon the local tariff of the Louisville & Nashville Railroad.

Mr. Henderson: Those exhibits are exactly what they purport to be, and as I explained in detail when I filed them. Now I do not care whether you call the Nashville, Chattanooga & St. Louis tariff a terminal tariff or a switching tariff. It is immaterial to me. The rates
292 are in there and I show the references to those tariffs. The rates are not set out in any of those tariffs at so much per car. I have taken the 100 pound rates on First Class and shown what it would amount to on a car weighing 30,000 pounds. I have taken the class rates set out on Class B, corn, and shown what it would amount to on a car of 60,000 pounds. I have done that on all the articles shown. I have shown exactly what I have done, how I got them, where I got them, and there is nothing there except what the statement shows on the face of it.

Mr. Jouett: Mr. Commissioner, we will close the cross-examination here except there is a bare possibility I might want to ask Mr. Henderson one or two questions in the morning. There are one or two things I want to ask my associates about.

Commissioner Meyer: In view of the fact Mr. Henderson expects to be here in the morning it will doubtless be agreeable to him. That is all you desire to ask the witness at this time?

Mr. Jouett: Yes, sir.

Commissioner Meyer: And you have no other testimony to introduce, Mr. Henderson?

Mr. Henderson: No; I have no further examination
293 tion of myself. That is all I have, Mr. Commissioner. I might possibly have one other witness in the morning for probably 10 or 15 minutes. I do not think

though I will. I will try to get Mr. Lyle up here to explain that map, though, if I can get hold of him.

(Witness excused.)

Commissioner Meyer: You may call your first witness.

Mr. Jouett: In order that the Commissioner may get an insight into the case for the defendants as we expect to present it, I wish to make a statement, which will be as brief as possible, but which I think should be sufficiently elaborate to make clear our position.

The city of Nashville is served by three railroads. The Nashville, Chattanooga & St. Louis, the Louisville & Nashville and the Tennessee Central. The Nashville, Chattanooga & St. Louis has three western termini, namely, Paducah, Hickman and Memphis. The lines unite at Hollow Rock and the line runs almost due east to Nashville, passing through Nashville and extending to the southeast. The Louisville & Nashville runs from Louisville almost due south through Nashville to Birmingham and other Southern cities. The Tennessee Central is a short road which begins at Harri-
 294 man Junction, in the State of Tennessee, and runs almost due west to Nashville, and passing through Nashville runs in a northwesterly direction to its terminus at Hopkinsville, Kentucky. Its total length is about 251 miles. A map will be presented that will show clearly the location of the various lines within the city of Nashville, the different roads to be indicated by different colors.

The switching practices in vogue at Nashville are these: the Nashville, Chattanooga & St. Louis and the Louisville & Nashville by mutual trackage arrangements occupy the same tracks and neither will switch competitive business for the Tennessee Central nor will the Tennessee Central switch competitive business for either of them.

It is understood that when delivery is made at Shops Junction the Nashville, Chattanooga & St. Louis will handle that car as it would a delivery from an individual or an initial line, at its local rates, and that it has been doing, but that, we maintain, is in no sense a switching service.

The Nashville, Chattanooga & St. Louis and the Louisville & Nashville switch non-competitive traffic to or from the tracks of the Tennessee Central at a uniform charge of \$3.00 per car. The Tennessee Central performs
 295 similar switching service to the tracks of either of the first named roads for the same charge.

Neither the Nashville, Chattanooga & St. Louis nor the Louisville & Nashville switches competitive traffic to or from the Tennessee Central, and neither the Louisville & Nashville nor the Nashville, Chattanooga & St. Louis switches competitive traffic to or from the tracks of the other, the tracks composing the terminals used by these two companies being operated as the tracks of each individual company, under an arrangement which will be fully described in the evidence.

The Tennessee Central, on the other hand, does not switch competitive traffic to or from the tracks of either the Louisville & Nashville or the Nashville, Chattanooga & St. Louis. The definition of non-competitive traffic is set out in the tariff as follows: "By non-competitive is meant traffic for which the Nashville, Chattanooga & St. Louis Railway or the Louisville & Nashville Railroad does not compete at equal rates with the Tennessee Central Railroad."

There are two distinct and separate claims set forth in the complaint. The first is that the switching practices above mentioned are unreasonable and discriminatory in violation of Section 3 of the Act to Regulate Commerce. The second is that the charge of \$3.00 per car made by all the railroads in switching non-competitive freight is of itself unreasonable and discriminatory.

There has been much evidence tonight, of a certain character, introduced as to the reasonableness of this charge, namely, a comparison with a number of places as to whose local conditions we can have and do have no definite information. We expect to show to the Commissioner what this actually costs, not taking into consideration the overhead charges, the interest, the value of the use of the terminals, the cost of maintenance, or the value of equipment; just the actual service, and will show that it is far in excess of \$3.00 per car.

Before taking up the other ground of the complaint, the principal cause of this complaint as to the switching practices at Nashville, I have thought it would be proper for the Commission to be advised as to the exact relations between the Nashville, Chattanooga & St. Louis and the Louisville & Nashville with reference to their terminals at Nashville. It is possible that in this statement there may be minor errors as to dates and as to details of facts, but I think it is practically correct and will be fully substantiated by the evidence.

297 Prior to June 15, 1896, the Louisville & Nashville Railroad Company's line from the north entered

the city and stopped at a point near the crossing of the Cumberland River. It, at that time, owned a line of railroad which went south from Nashville and whose terminus in Nashville was some distance south of the present Union Station. The link between these two termini was filled by the use of the Nashville, Chattanooga & St. Louis' line under a trackage agreement.

I will add that the original agreement whereby these two lines shared with each other in these terminal facilities was made in 1872, long before the Louisville & Nashville Railroad had acquired any interest in the stock of the Nashville, Chattanooga & St. Louis.

Mr. Henderson: Mr. Commissioner, I would like to know if Mr. Jouett is testifying.

Mr. Jouett: I am making a statement of facts that I am going to prove.

Mr. Henderson: You are not testifying yourself?

Mr. Jouett: No, sir; I do not know a thing about it.

Mr. Henderson: I just wanted to know.

Mr. Jouett: At that time the depot of the Nashville, Chattanooga & St. Louis was situated near the site
 298 of the present Union Station. (The terminal facilities of both lines were very inconvenient and unsatisfactory. To relieve this situation the two roads decided to build a Union Station and construct terminals for the joint use of both. This was advisable not only from the standpoint of economy and efficiency, but because it was greatly desired by the city of Nashville. The plan determined upon was to transfer to a third company the title to the Union depot site and certain trackage on both sides of it for a short distance in the heart of the city, in order that such company could by mortgage upon the Union Station property and its adjuncts raise the money with which to carry out the enterprise. The charter was accordingly obtained for the formation of the Louisville & Nashville Terminal Company. It must be remembered that this was not an actual Terminal Company in the sense in which that term is customarily used, for it was not contemplated that this third company was to do any terminal business, but that, on the contrary, as soon as the company was organized and the enterprise financed the so-called Terminal Company was to, and did, in fact, lease its said property to the two railroads jointly.

The charter shows, as we shall see, that the power
 299 immediately to dispose of its property by a lease, which was for 999 years, was expressly given in the charter granted by the Legislature. This feature, however, is unimportant since the property of this com-

pany is insignificant in comparison with the terminal tracks of the two companies.

Next arose the necessary negotiations with the city of Nashville, providing for the construction of viaducts and other kindred matters incident to the construction of the Union Station and of the tracks leading to it from the north and south.

The evidence shows that the attempt was made by some of the citizens of Nashville to have the ordinance contain a provision to the effect that any other railroad, which might thereafter come into Nashville, should have the right to make connection with, and upon reasonable terms enjoy the benefit of these terminals that were proposed to be constructed. There was considerable public agitation of the question and the ordinance was finally passed which did not give this right to other railroads. It was vetoed by the Mayor and was about to be passed over his veto when the two railroads interested notified the city authorities that they would be unwilling to expend the large sum of money involved when there was
300 such a sentiment against it as had permitted the veto. All plans were thereupon abandoned and nothing more was done in the matter for a period of something like two years. In the meantime, during this interval the citizens of Nashville became very insistent in their demands that the Union Station be constructed and that the other contemplated improvements be made.

The most vigorous opponents of the original plan became controverted to it and joined in the effort to have the railroads again take up the matter. Mass meetings were held and every pressure brought to bear to bring about this result.

Finally, in the year 1898, the railroads consented to do it, and accordingly an ordinance was passed which imposed no regulation upon these companies with respect to their permitting any other road to use the terminals. This ordinance was offered in evidence and is Exhibit — of Witness Keeble.

The Railroads immediately raised a large sum of money, over a million dollars, and proceeded with the improvements. Meantime, in pursuance of the plan agreed upon from the beginning the so-called terminal company, without ever endeavoring to op-
301 erate the Union Station and adjacent terminals, by lease of June 15, 1896, and a subsequent modification thereof, dated December 3, 1902, leased to the Louisville & Nashville and the Nashville, Chattanooga & St. Louis all of its terminal property and facilities for the term of

99 years. It will be understood that this terminal property was situated in the heart of Nashville and with no outlet in either direction except over the line of the Nashville, Chattanooga & St. Louis Railway. Thereupon, in order that the two companies, which then held this terminal property as lessee for the term of 99 years, might be in position to jointly enjoy it, a mutually satisfactory trackage and operating agreement was entered into between them by the terms of which all of the tracks of either company within the switching limits of the city of Nashville was leased by each to the other so that each acquired a joint and equal right with the other to the use and enjoyment of all of their tracks within the city of Nashville. This agreement was made August 15, 1900, and the arrangement for convenience was called the Nashville Terminals.

Commissioner Meyer: Now that was an agreement between the Nashville, Chattanooga & St. Louis
302 and the Louisville & Nashville?

Mr. Jouett: Yes, sir.

Commissioner Meyer: What became of this original Louisville & Nashville Terminal Company?

Mr. Jouett: As I explained, but perhaps not as fully as was necessary. (The Louisville & Nashville Terminal Company was only organized for the moment to take title in order to make the mortgage necessary to raise the money necessary to construct the Union Station and facilities upon it, and as soon as that work was finished it leased for 99 years this property jointly to the Louisville & Nashville and the Nashville, Chattanooga & St. Louis. Therefore, the title for 99 years passed out from that holding company, passed into the two railroads jointly. Then it was that the two railroads entered into this arrangement for the joint operation and maintenance not only of the little strip of ground embraced in this lease from the Louisville & Nashville Terminal Company, but in which they each transferred to the other trackage rights over all of its lines in the city, as the result of which each road became and is today the joint owner, or
303 rather entitled to the equal, joint use, of every foot of the tracks of both railroads within the city of Nashville.)

Commissioner Meyer: In Paragraph 3 of the petition there is a quotation from the charter of incorporation of this Louisville & Nashville Terminal Company, apparently, under date of March 31, 1893. The last phrases of that quotation from the charter of incorporation are these:

"For the accommodation of railroad passengers and for hauling and transferring railroad freight."

Now you have spoken of that as a holding company. That charter would go very materially beyond that of holding, would it not?

Mr. Jouett: Yes, sir. I tried to explain that the company was in actuality not like the ordinary terminal company, because it never did go into operation.

Commissioner Meyer: But this was its charter?

Mr. Jouett: Yes; that was the charter under which it would have operated.

Commissioner Meyer: And the Louisville & Nashville and Nashville, Chattanooga & St. Louis jointly acquired that charter?

Mr. Jouett: No, sir; that is just what they did not do.

Commissioner Meyer: Where is that charter?

Mr. Jouett: We have that paper and it will all
304 be introduced in a few moments.

Commissioner Meyer: Well, if some witness will explain the relation of that charter to the present company—

Mr. Jouett (interrupting): Yes, sir.

Commissioner Meyer: And just what has become of those charter rights and duties—

Mr. Jouett (interrupting): I can explain that; the witness will too.

Commissioner Meyer: I do not want to anticipate anything.

Mr. Jouett: But I am very glad for you to ask me. I simply dictated this very hurriedly last night, this being perhaps a more concise statement than I would make if I made it extemporaneously, and I am glad for you to ask me anything.

Commissioner Meyer: Well, please do not take any more time with it now. When your witnesses come they may explain it.

Mr. Jouett: I would like to finish just one word of explanation there with reference to that, that there is a distinction between a company acquiring the charter rights of another company and merely acquiring the property. Now they simply disposed of this property
by a 99-year lease; they never began to operate as
305 a terminal company. They disposed of the property to these two roads. And answering further the suggestion that is perhaps in your Honor's mind I will say that it is a comparatively immaterial matter even if the charter rights had been acquired and even if they were operating under the charter rights, because it

is just a small section of ground whereas the terminals that are involved in this switching proposition embrace many, many miles all through the city of Nashville.

In addition to thus creating a joint ownership in the tracks and other property with the exception of certain freight stations and other facilities, which each retained for its individual use, all of which will be fully shown by the contracts, the two companies by the same instrument agreed upon a basis of joint operation. This agreement provided for the joint employment of a superintendent, station master, master of trains, road master, superintendent of buildings, master mechanic, ticket agent, baggage master and other necessary subordinate officers, agents and servants.

It also provided for procuring the necessary equipment for their joint use in the operation upon joint account of the terminals.

306 The expense incident to this operation of the terminals was to be and is apportioned between the two railway companies upon the basis of use. It is the contention of the Nashville, Chattanooga & St. Louis and the Louisville & Nashville, and we do not believe it will be seriously denied, that this contract whereby each road acquired trackage rights over the tracks of the other and the two roads agreed to share in the expense of the maintaining and operating the joint terminals is a contract that is not only valid in every particular, but is a manifestly proper and sensible arrangement and one which has proven and will continue to prove of immeasurable benefit to the city of Nashville.

The plans for the use and operation of the Union Station facilities, as well as all of the tracks of both railways within the city of Nashville, have been carried out since the beginning of said operation and they are in full force and in actual operation today.

Under this arrangement it is manifest that neither line in any sense—and this is the point I wish to emphasize—that neither line in any sense switches cars for the other since each road has the absolute right to use and occupy all of the joint tracks in the city and every movement of trains or other feature of operation
307 by each road is done by its own agent. That is, it is done by and for itself. It will readily be seen that this arrangement for the joint use of the tracks of both lines was essential to the enjoyment by each of the Union Station, as well as for the passing through the city of passenger and freight trains, so that the fact of the right of each to use all the tracks in connection with

industrial switching was merely an incident to and by no means the main feature of this arrangement for the joint use and operation of the tracks within the city of Nashville.

In other words, the switching was merely an incident; it was not the purpose of the joint arrangement at all; but the switching is not a switching in any sense of one for the other. Each does its own switching over tracks which each has the right to use.

We feel confident, therefore, that the claim that these roads switch for each other or otherwise discriminate against the Tennessee Central will not be pressed when the attention of the complainants is called to these historical facts, but if they are, we are sure that such claim would not for a moment be regarded by this Commissioner. Before leaving this subject, however, it may be noted that in addition to the other conveyances and

308 benefits arising to the city of Nashville out of this arrangement, there was a distinct and definite financial saving to all shippers by reason of this fact; before the joint arrangement was entered into the Nashville, Chattanooga & St. Louis and the Louisville & Nashville each collected from the shippers a charge of \$2.00 for switching non-competitive business either inbound or outbound, and that \$2.00 was not absorbed. Under the new arrangements, however, no such charge could be made or has been made, for the reason that, as heretofore explained, every switching movement is the movement of the switching line itself, made for its own interest and by means of its own instrumentalities and agencies.

Leaving this feature of the case, then, I will note very briefly the facts and the law which are important in the trial of the case as presented. Of course, the question of law involved is the construction of the proviso to Section 3 of the Act to Regulate Commerce. It is our contention that under the conditions here presented the right to take jurisdiction of the subject-matter was distinctly withheld from the Commission by the proviso to Section 3 of the Act to Regulate Commerce, just mentioned, which the Commission will remember forbids the Commission to require a carrier to give the use of its terminals

309 to a competitor. That is a matter which will, of course, be threshed out later when we come to discuss the question of law involved.

As we can not foresee, however, what the Commission's decision will be upon this question of law, we are compelled also at this time to present any further de-

fense we may have upon the facts. As to this it is our position that even though the Commission should hold that it had power to require unrestricted switching, the facts that appear at Nashville do not make this one of the cases where that power should be exercised. On the contrary, we expect to affirmatively show that it would be unwise, inexpedient and unjust to require it.

In the first place it must be remembered that the shipper is put to no appreciable disadvantage, for unlike the rule in other cases the carriers at Nashville do switch non-competitive business for each other. That is to say, if the carrier upon whose tracks the industry is located can not perform the transportation service it freely switches for the benefit of the other carrier, so as to enable it to perform the transportation service. It only refuses to switch when it can itself perform the transportation service and can perform it at no greater
 310 cost to the shipper than is charged by its competitor.

That is what we have shown here, as clear a case as can be imagined of absolute fair dealing, and the clearest case for the presentation of this principle that we rely upon, that we have a right to protect our terminals. The shipper is not affected in the slightest. If it is non-competitive it is freely switched for the other line; if it is competitive then he can get service over the other line on which he has located his industry. He can suffer no financial loss except in the very rare instances of misrouting which, as was explained by the witnesses today, will be one of the three cases where the consignee fails to give instructions to his consignor to route the delivery on his tracks, where the consignor disobeys those instructions, in which event it is not the railroad's fault; it is the business man's fault; and in the third case is where the railroad misroutes it, and then it always takes care of the charge.

No proof will be offered, no proof can be offered of any financial difference, as I say. But look what it will mean on the other side to the carriers under the conditions at Nashville.

We will show that this disadvantage to the Nashville, Chattanooga & St. Louis or to the Louisville
 311 & Nashville, if it is compelled to do unrestricted switching—these disadvantages will be very considerable.

In the first place, these two roads, because they can be treated as one, each owning a half interest in all of the tracks, have very many more industries, more than twice as many industries on them, the evidence will show,

although I have not the exact figures with me tonight—
 Mr. Henderson (interrupting): Will that be shown in the evidence?

Mr. Jouett: That will be shown in the evidence, yes, sir. It will be more than twice. We will show every bit of this. I am just trying to lay it out before the Commissioner so he will understand what the evidence will be, and I will be finished in a moment.

We will show that we have more than twice as many industries as the Tennessee Central and that those industries are very much more important, that they have very much greater cost of property and actually do very much greater business proportionately than industries on the Tennessee Central. We will show they go just behind the wholesale houses on Front Street, I believe it is, 312 where there is practically no car space; perhaps one for each. We will show, therefore, that the conditions are such that the Tennessee Central can not reciprocate, so that if we are required to throw open our terminals to them they have the chance at more than twice as many industries as ours to take away competitive business as we would have from them.

Another important reason why this reciprocal switching should not be required at Nashville is the fact, as the evidence will abundantly show, that the Nashville terminals are already taxed to their utmost capacity so that any material addition to their burden will so increase the congestion as to materially injure these roads in rendering service and will also necessarily affect in a material manner the character of service that the public will receive. This result is due to the fact which the evidence will show, that it requires at least twice as many movements to accomplish a switching service where a car is moved between an industry on the Louisville & Nashville or Nashville, Chattanooga & St. Louis to the point of interchange with the Tennessee Central, than where the same car is moved out directly over the line of the Louisville & Nashville or the Nashville, Chattanooga & St. Louis. Now, these additional movements just tend to that much more clog and congest the 313 terminals. All of these facts will come out clearly in the proof.

There is another feature about this case I think it is not improper to mention. The city of Nashville does not here appear as the ordinary disinterested representative of the public asking for unrestricted switching. I have just shown, and we will show, what a material advantage it would be to have these terminals thrown open where

they could get the unrestricted switching to the twice as many industries upon our line.

Now the city of Nashville, I am advised, owns a million dollars of stock in the Tennessee Central. I am not blaming the city of Nashville for wanting it open; I am not saying it is improper; but I do say that it is an entirely proper thing for the Commission to consider when it hears this complaint. It is in effect the complaint of the largest stockholder of the Tennessee Central asking that the privileges of this free switching to and from the large number of industries upon the Louisville & Nashville and Nashville, Chattanooga & St. Louis tracks shall be given to it.

Mr. Stokes: Where do you get that information that the city of Nashville is the largest stockholder?

Mr. Jouett: Well, somebody told me that yesterday, that it was a million dollars and that it was the
314 largest single stockholder.

Mr. Stokes: I am asking you the source of that information.

Commissioner Meyer: I understand that is to be a matter of testimony.

Mr. Jouett: We will testify to it. Mr. Keeble may not have been the gentleman, but somebody in the conference yesterday made that statement to me—there were half a dozen of us talking about it. Is there a larger one than a million dollars?

Mr. Stokes: Well, we will wait until the evidence.

Mr. Jouett: All right.

Commissioner Meyer: The books of the city treasurer ought to show.

Mr. Jouett: The only point I was making was, whether it is the largest or not, that a million dollar stockholder is naturally very much interested and properly interested in advancing the interests of its company; but I think that it ought to appear in that way in the proper light so that the real relations can be known, when the Commission comes to decide the case.

Mr. Commissioner: It is not perhaps exactly logical, but before going into the switching case proper I
315 desire to introduce Mr. Keeble, to ask him about the relations of these two roads and the development of this condition at Nashville with reference to their united efforts in connection with this Union Station and other terminals. I would like to introduce him first just to explain the whole situation, before we take up the case proper. I ought to say that Mr. Keeble is an attorney for the Louisville & Nashville Railroad and has

expressed some embarrassment about appearing, but he knows the situation fully and I know the Commission will appreciate the situation.

Commissioner Meyer: It is not unknown on the part of the Commission for counsel to testify, not always formally.

Mr. Jouett: I guess that is true too.

JOHN B. KEEBLE was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Jouett: Mr. Keeble, where do you live?

Mr. Keeble: Well, I live in Nashville.

Mr. Jouett: How long have you lived in Nashville?

Mr. Keeble: Well, I have practiced law here for 316 25 years the first of next month.

Mr. Jouett: Are you connected in any way with the Louisville & Nashville Railroad, one of the defendants?

Mr. Keeble: Yes; I am district attorney at Nashville for the Louisville & Nashville Railroad.

Mr. Jouett: How long have you been engaged with the Louisville & Nashville Railroad?

Mr. Keeble: Since the first of November, 1901.

Mr. Jouett: Are you familiar with the facts relating to the development of the joint relation between the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway here at Nashville?

Mr. Keeble: You mean in regard to the terminal arrangements?

Mr. Jouett: Yes, sir.

Mr. Keeble: The contracts leading up to that?

Mr. Jouett: Yes.

Mr. Keeble: I think so, sir.

Mr. Jouett: Will you state fully the history of the development that has culminated or did culminate in the making of this joint arrangement whereby they operate and maintain jointly the terminals in the city of Nashville, and by that I mean all of the tracks of both 317 lines in the city of Nashville.

Mr. Keeble: I can not go back of my own knowledge farther than 1896, which was prior to the purchase of this property and the construction of these terminals. I have a general knowledge, from the study of the records of the company and from my personal knowledge as a citizen prior to that time, but from that time on

I have been more or less connected in one capacity or another with the development.

In 1896 I held the position of city attorney for the city of Nashville. I held that office from November, 1895, until January, 1898. At that time the present terminal situation had not developed. The Louisville & Nashville Railroad Company had some yards in East St. Louis and some near the College Street station, just west of the river, to my knowledge, and some yards in South Nashville that were connected with the Nashville & Decatur Railroad Companies and the Nashville & Chattanooga Railroad had some yards lying between. That is to say, lying between perhaps Cedar Street on the north and I don't know how far they extended towards the south, but they were more or less congested and small and narrow in many places.

318 In 1896 the community became interested in the question of having at that time especially a new passenger station, and especially in regard to the Tennessee Centennial Exposition that was to be held here in 1897. The matter was broached in the Chamber of Commerce at that time, as I recall, and also in the City Council. I was considerably connected with that discussion, because being city attorney, and not only that, but my law partner at that time was a member of the council and was the chairman of a committee that was appointed for the purpose of taking up the question of arranging with the Nashville, Chattanooga & St. Louis Railway and the Louisville & Nashville Railroad Company the making of a contract for the construction of a new passenger station, new freight stations and other terminal facilities in the city.

When that committee was appointed, composed, as I remember, of Mr. —I have a record here—Bruce—no; I don't remember the total membership of that. But Mr. J. H. Bruce of Marsh & Bruce, were members of it, Mr. Barthel and several other members of the committee. After the matter was taken up it grew very much larger than was originally anticipated. At first the railroads did not seem to be particularly interested in the
319 project, and when they did become interested they wanted to project what they regarded as adequate terminal facilities for many years to come. That would necessitate the closing of a number of small streets and some more or less important streets; it would necessitate the construction of viaducts, one of which runs a little west of this building and crosses the railroad yards. At that time there was a tunnel under that street under

which there were only two or three tracks—I don't remember exactly how many.

Mr. Jouett: May I interrupt you long enough to ask whether or not at that time the Louisville & Nashville had any line running through the city of Nashville?

Mr. Keeble: No; it had no line; it had a contract arrangement with the Nashville, Chattanooga & St. Louis.

Mr. Jouett: I am speaking of its own rails.

Mr. Keeble: It had no track of its own.

Mr. Jouett: Do you remember how far back the arrangement had been made between the Nashville, Chattanooga & St. Louis and the Louisville & Nashville Railroad to acquire the right to run over its track through the city of Nashville in order to connect with the line below?

Mr. Keeble: I have here the contract to that effect which I am informed is the original contract on that subject.

This is a contract entered into between the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway on the first day of March, 1872. My information is that that is the first contract that ever existed by the terms of which the Louisville & Nashville Railroad Company had any rights to use any tracks connecting its railroad system that came in from the north with the Nashville & Decatur Railroad on the south.

Mr. Girard: Mr. Keeble, will you file a copy of that contract as your exhibit?

Mr. Keeble: Yes; I will file a copy of this contract. I do not want to put in the original.

Mr. Jouett: Do you know whether at that time the Louisville & Nashville Railroad owned any of the stock in the Nashville, Chattanooga & St. Louis Railway?

Mr. Keeble: I think not; I don't remember the exact date when the Louisville & Nashville Railroad was supposed to have acquired the controlling interest in the Nashville, Chattanooga & St. Louis Railway, but my recollection is it was about 1880 sometime; I am not positive about that date.

Mr. Jouett: Now you may proceed.

321 Mr. Keeble: The only definite knowledge I have of that date, Mr. Jouett, was that my recollection is that Governor Porter was elected president of this railroad immediately after the acquisition of that stock, and he went out of office in January, 1881, as governor of the State, and it was after he went out, so it was about that time. Now this ordinance naturally aroused a good

deal of interest, and it would not be of any special moment, and it would take a great deal of time, to relate the various discussions; but there were public meetings held, there was opposition to this ordinance, there was opposition to the ordinance on several different particulars. One source of the opposition was, or one ground of opposition was that the city was going to contribute a hundred thousand dollars to the erection of the approaches to the viaduct, or to pay something towards the damages to the abutting owners; I do not remember the details, but there was a question of a hundred thousand dollars in there.

There was another controversy, as appears from these records here—this minute book here—as to the closing of the numbered streets between this site of the present terminal yards and the east side of the present
322 terminal yards and the west side, and there was a strong sentiment developed in the city to the effect that if this contract was to be made that the city should incorporate into the contract a provision requiring the Terminal Company and the Railroad Companies, who are the three parties to this contract, or proposed contract, to agree that other railroads that might enter the city of Nashville should have the right to use these terminal facilities upon an equitable basis.

Now to illustrate just how that sentiment was expressed, I find here in the minutes of the City Council of that period, from which I read—

Mr. Girard (interrupting): Mr. Keeble, is there a copy in there of the ordinance you refer to? Have you found a copy of the ordinance?

Mr. Keeble: Mr. Girard, I have not found a copy of that ordinance.

Mr. Jouett: You mean the first ordinance?

Mr. Keeble: I mean the first ordinance.

Mr. Girard: Is there not a printed copy pasted in that book somewhere?

Mr. Keeble: I do not know. We will find a copy.

Mr. Girard: If you can get the former ordinance
323 will you file a copy of that too?

Mr. Keeble: I will. I may be able to find it. I, as city attorney, redrafted the final form of the ordinance that was finally abandoned in 1896. Subsequently, as representative of the Terminal Company, I redrafted the new ordinance with all amendments, under which the terminals were built.

Mr. Girard: You were speaking about the one that

was abandoned. Was that the one that was vetoed by the Mayor?

Mr. Keeble: Yes, sir; they were, with the exception of some details with regard to certain outlines and with regard to the limit of the liability of the city in some particulars, they were identical.

Now I will try to find a copy of the original ordinance, and we can file, if we can get a copy, the other contract.

When this question came up for discussion Mr. Ellis, a member of the City Council, offered this amendment—

Mr. Girard (interrupting): Will you cite the page in the book?

Mr. Keeble: Yes, sir; if you will give me time. On page 426 of this book.

Commissioner Meyer: That book has not yet been described.

324 Mr. Keeble: This is the minute book of the city of Nashville for the year 1896.

In May, 1896, the Council went into the committee of the whole, as appears on page 426, and then on page 428 appears Mr. Ellis' resolution or amendment.

Mr. Ellis offered an amendment to be known as Item 15, providing that the Terminal Company hereby agrees that it will permit any new railroad or railroads that may hereafter be constructed into the city of Nashville to enter and use the said terminal station and the tracks of said company, upon paying proper and just compensation therefor. Should the Terminal Company and the new road or roads fail to agree as to compensation they shall appoint a third party to decide, and the decision of the arbitrators shall be final.

Now these minutes show, and I have a very distinct personal recollection of the controversy that arose out of that amendment, it was finally incorporated into the bill.

Mr. Jouett: You mean into the first ordinance?

Mr. Keeble: I mean the first ordinance that was proposed. At that time it appears from this minute book that there was a very animated discussion and this minute at this place shows that there were present in
325 the City Council a number of prominent men of this city outside of the city government who participated in the discussion for and against that amendment, and they set out their respective contentions. For instance, President A. J. Harris, responded—president meaning in that place president of the Chamber of Commerce—and at that time one of our leading wholesale merchants. He congratulated the Council upon the man-

ner in which the members were considering the bill; it was a great question; it was the universal sentiment of the city that the depot should be built; the Chamber of Commerce had confidence in the wisdom and sagacity of the Council, and knew that the proper safeguards would be incorporated in the bill. The Chamber of Commerce had recently passed a resolution for having the depot at a cost to the city not exceeding a hundred thousand dollars, and the Council should consider the matter in the spirit of give and take.

Now that was the attitude that Mr. Harris appears to have spoken on page 429.

On page 430 President Harris of the Chamber of Commerce again addressed the Council. He said that the representative business men of the city were overwhelmingly in favor of the contract with the Louisville & Nashville Railroad Company; if the amendment
326 was destined to kill the bill it should be left out.

Mr. Henderson: Mr. Commissioner, I object to that. Mr. Jouett objected to my introducing here certified records of the Commission because he could not cross-examine the witness. Now I do not see what these speeches before the Council have to do with the reasonableness of the rates, to start with; and I do not think that Mr. Harris' speeches or anybody else's speeches before the Council have any bearing on this case. We can not cross-examine Mr. Harris or any of these other gentlemen that Mr. Keeble is reading from.

Commissioner Meyer: Well, that is quite true, Mr. Henderson, and as I understand it these facts are not given as facts as having a bearing upon the reasonableness of the charge here, but as having a bearing upon the development of this present terminal arrangement.

Mr. Henderson: I understand Mr. Keeble was giving this as his own testimony and as facts, and he is reading there from minutes of the City Council of 1896, which was several years ago before the Tennessee Central came in here; as a matter of fact, there were only two roads
here. Now he is reading a lot of speeches there

327 made by different people, some of whom are dead.

Mr. Jouett: I would just like to call the attention of the Commission to Exhibit Number 10, in which he gives the proceedings at this so-called meeting of the Traffic Bureau a few days ago, in which each man made his speech.

Mr. Henderson: That is a certified copy of those minutes?

Mr. Jouett: Yes, sir; and this is just the history, and it is important to get the history.

Commissioner Meyer: With the understanding this is a history I think it should be continued, but do not give us any more of these speeches than necessary.

Mr. Keeble: Well, the book is full of statements of prominent men, most of them to that effect, some taking a different view.

Now that amendment was incorporated in the bill. Now the records show that when that amendment was incorporated into the bill Mr. Barthel asked to be relieved from further work on the committee, and that was declined. Subsequently the records show that the bill was withdrawn. That bill was withdrawn, to my knowledge, on the ground they could not make the contract with that provision in it, together with any other provision that might be objectionable.

328 Mr. Jouett: Tell the circumstances.

Mr. Keeble: Well, the city government was notified by the president of the two railroads that they would not make such a contract. Subsequently, the ordinance was reintroduced without that provision.

Mr. Girard: This provision, Mr. Keeble, that you mention was with regard to any other railroads coming in should have these switching rates.

Mr. Keeble: I read the resolution. That speaks for itself.

Mr. Girard: Did it pass the second reading of the Council? Have you the minutes to that effect?

Mr. Keeble: Yes; I have all the minutes here.

Mr. Girard: You have not shown whether it was ever passed.

Mr. Jouett: State briefly what was done with the ordinance.

Mr. Keeble: That ordinance was withdrawn.

Mr. Girard: After it had passed a second meeting, is that correct?

Mr. Keeble: Yes, sir; that was withdrawn. Subsequently the bill was reintroduced. I do not find exactly that page, but I find a reference on page 443 where the Union Depot bill was taken up. Mr. Barthel moved to substitute the second printed bill in lieu of the
329 former substitute bill. Carried. That was on May 14th.

Mr. Jouett: What year?

Mr. Keeble: 1898. Now, without going into detail, that bill was reported at page 460, recommended for passage on second reading, and to be recommitted, and the

bill passed the second reading and was recommitted on June 25, 1896. At page 479 the bill passed upon its last reading.

On July 9, 1896, as appears at page 483, the Mayor returned that bill with his veto. I have a copy of his veto, which I will file as an exhibit to my statement.

Mr. Jouett: Will you read that part that is relevant to this particular question?

Mr. Keeble: I will read the part that I have reference to in order to call the Commissioner's attention to that.

"Referring to the five acres of ground in streets and alleys to be closed and quit-claimed to the Terminal Company without consideration, I beg to say that we should always keep in mind the fundamental principle that the streets belong to the public and must be used for the public benefit, and if the right to use these streets, which are the property of the people, is a grant of value in the market or to any corporation, it is manifest that the grant should not be given without just compensation, and
330 this compensation I am of opinion must be of direct or indirect value. This being true, under conditions to be agreed upon between them, would not be an excessive, but just and right compensation to the city for this valuable franchise and concession."

When the bill came back to the Council the action of the council on this veto message was postponed for a while, and in the meantime the message came to the chairman of the committee, to my knowledge, from President M. H. Smith, saying that he need not make any effort to pass this bill over the Mayor's veto, as the railroad was not willing to make a contract with the city even though the Council would make it, in the face of the Mayor's position as expressed in his veto. That ended the matter for that year.

The Tennessee Centennial came on in 1897, and the people realized for the first time the absolute necessity for better facilities, and so in 1898 the city government reopened the matter with the railroads. I was no longer connected with the city government at that time, but had some connection with the preparation of the ordinance, being employed by the Terminal Company to take the old ordinance and redraft it with some changes with regard to boundaries, etc., and the city made a contract with the railroad companies without this provision in reference to the use of the terminal facilities by other railroads.
331

Mr. Jouett: What was the public feeling on the subject at that time?

Mr. Keeble: The public feeling had changed; there was no opposition to the bill of any consequence. Even such men as Colonel A. S. Collier and Mr. J. M. Head, who had led the opposition to the bill in 1896, advocated it. Colonel Collier had a number of newspaper articles that I remember very distinctly.

Commissioner Meyer: Is not the interest of the city there in the abandonment of streets, and would these carriers not have had the right, under this charter of March 21, 1893, to proceed to perform terminal services within the limits of that charter?

Mr. Keeble: I did not catch that, your Honor.

Commissioner Meyer: These ordinances which were sought here were primarily for the purpose of abandoning certain streets in order that certain plans for the enlargement of terminal facilities might be carried out, and could not those joint terminal services have been performed under the charter of March 21, 1893?

332 Mr. Keeble: There was not any Terminal Company in existence in March 21, 1893, except on paper.

Commissioner Meyer: As I understand it the Louisville & Nashville and the Nashville, Chattanooga & St. Louis are the successors of the Louisville & Nashville Terminal Company, which was chartered March 21, 1893.

Mr. Keeble: That is not the way I understand it, and I think I can show your Honor that you are incorrect about that. I am coming to that about now.

Commissioner Meyer: Very well, I am referring to Article 3 again of the petition in this case, where this date appears and the extract from what is there represented as the charter of the Louisville & Nashville Terminal Company.

Mr. Keeble: Yes; I am familiar with that section, but I am not prepared to admit the correctness of that provision of the petition, except so far as that may be one part of the charter of the Terminal Company, but I am coming to that point right now.

Commissioner Meyer: All right.

Mr. Keeble: Now I have explained to your Honor, as best I could, the history that led up to the construction of these terminals by these two railroads. This contract, as will appear when it is filed and shown to your Honor, was a contract made between the city of Nashville, the Louisville & Nashville Terminal

Company, the Louisville & Nashville Railroad Company, and the Nashville, Chattanooga & St. Louis Railway.

Mr. Jouett: Where is that?

Mr. Keeble: I haven't got it here; they did not send it.

At that time the Louisville & Nashville Terminal Company was nothing but a piece of paper; it did not have a foot of ground, it did not have a foot of track, it did not have a dollar in the treasury, although it had been chartered some years before.

Now I have a copy of that charter, which I would like to file as an exhibit to my testimony.

The charter was taken out, as you suggested, on the 21st of March, A. D. 1893. An examination of that charter will show that the Terminal Company not only was authorized to acquire property and construct terminals as outlined in that petition, and it was also authorized, as I will read from the charter—

334 “This corporation shall have the power by purchase, lease or assignment of lease, to acquire and hold and to lease to others, such real estate as may be necessary for the above mentioned purposes of this corporation.”

And further, in another place:

“The said corporation may lease to any railroad company or railroad companies its freight and passenger depots, or stations, and its other terminal facilities, located at any place where the line or lines of said railroad company or companies may terminate, or through which they may pass, and such lease may be upon such terms and for such time as may be agreed upon by the parties.

“Said railroad company or companies may severally or jointly, or jointly and severally, guarantee the principal and interest of such bonds as may be issued by such Terminal Railroad Corporation, and may in like manner guarantee the performance of any other contract that said Railroad Terminal Corporation may make in regard to its corporate business.

335 “The said railroad company or companies may subscribe to any of the capital stock or bonds that may be issued by said Terminal Railroad Corporation, and said Terminal Railroad Corporation may acquire, hold or dispose of the bonds or capital stock of railroad companies or other terminal railroad companies,” etc.

Commissioner Meyer: Does that charter contain a preamble?

Mr. Keeble: No, sir.

Commissioner Meyer: What are the purposes for which the company is organized specified in the charter?

Mr. Keeble: I will read them in after enumerating the general powers.

"And in addition to the above powers said corporation shall have the power to acquire in this or any other State or States, and at such place or places as shall be found expedient, such real estate as may be necessary on which to construct, operate and maintain passenger stations, comprising passenger depots, offices, buildings, shops and storage yards and freight stations, comprising freight depots, warehouses, offices and freight yards, round-houses and machine shops, also main and side tracks, switches, cross-overs and turn-outs, and other terminal railroad facilities, appurtenances and commodities, suitable in size, location and manner of construction to perform promptly and efficiently the work of receiving and transferring all passenger or freight traffic of
336 railroad companies with which it may enter into contracts for the use of its terminal facilities at such place or places. Such corporation shall have the power to purchase"—

Commissioner Meyer (interrupting): Without reading farther, does not that make this company a terminal company?

Mr. Keeble: I have my views about that, but as a witness I do not feel like expressing them, because I feel that is rather a question of argument than of testimony.

Commissioner Meyer: All right. Now were there in existence at that time general statutes in the State of Tennessee governing the incorporation of railroads?

Mr. Keeble: That was the only way they could be incorporated, and this was incorporated under that statute.

Commissioner Meyer: But this is a special charter.

Mr. Keeble: No; this is not a special charter. We have not had a special charter in Tennessee since 1870.

Commissioner Meyer: Who enacted that document?

Mr. Keeble: The Legislature enacted that document. The Legislature enacts a statute under which any five persons can incorporate.

Commissioner Meyer: I understand; that is an administrative act, but this is a legislative act. Now my question is—

337 Mr. Keeble (interrupting): No, your Honor, the Legislature—prior to the Constitution of 1870 we had general acts under which charters could be taken out, sometimes through the secretary of State's office,

sometimes through the chancery or circuit courts, and the majority of our important charters were granted directly by the Legislature, and in those charters they put such powers, privileges and immunities as the Legislature saw fit. In 1870 we adopted a new Constitution, and in that Constitution it was expressly provided that the Legislature should not grant any more special charters, but they should pass general laws under which the corporations should be incorporated.

Commissioner Meyer: I understand. Is this charter declared to be a public act?

Mr. Keeble: This charter is not a public act. The act of the Legislature which passed these powers authorizes five people to become incorporated by going before a county court clerk and signing the certificate of incorporation. That is this charter.

Commissioner Meyer: Now then, why did these five people go to the Legislature instead of the county clerk, under the general act?

Mr. Keeble: They did not go to the Legislature.
338 I thought I had stated that these five people never went to the Legislature; they went to the county court clerk.

Commissioner Meyer: Then the document to which you have been testifying here is not an act of the Legislature?

Mr. Keeble: It is a charter of incorporation; it is not an act of the Legislature, no, sir.

Commissioner Meyer: It is rather the articles of incorporation under the general State law?

Mr. Keeble: Exactly so.

Commissioner Meyer: And not a special legislative act?

Mr. Keeble: Exactly so.

Commissioner Meyer: That clears up some difficulties that I had in listening to your testimony.

Mr. Keeble: Well, possibly, being so familiar with that myself I did not realize that you did not know our particular method of incorporation here.

Commissioner Meyer: There is a distinction between the articles of incorporation and a charter. A charter, the way that term has been generally used in this country, is that special act incorporating particular companies, generally during times preceding the enactment of a general statute of incorporation by the Legislature.

339 Mr. Keeble: I am aware perhaps that is strictly the correct way, but we have been so long here ac-

customed to incorporating companies under general acts that we speak of it as a charter. Our decisions mention just such papers as this as the charter of a corporation.

Commissioner Meyer: Very well. We understand, then, that these are the articles of incorporation under the general law.

Mr. Keeble: Yes, sir.

Commissioner Meyer: Now the powers enumerated in these articles were the powers given to such corporations under the general act of the State of Tennessee?

Mr. Keeble: Yes, sir; that is true.

Commissioner Meyer: And, therefore, this corporation, the Louisville & Nashville Terminal Company, has, through those articles of incorporation, all the rights and privileges of that general law, and assumes all the duties and responsibilities under that general law.

Mr. Keeble: Unquestionably; there can be no doubt about that.

Commissioner Meyer: Now I wonder whether there is that enumeration of powers in the articles of incorporation.

340 Mr. Keeble: Those enumerated powers are copied literally from the act of the Legislature when the Legislature passed a general law authorizing the incorporation of Terminal Railroad Companies. Now when that act was passed they provided that this corporation should have all of the general powers of corporations like suing and being sued, and then they set out specifically in that general act the powers and duties of this corporation.

Commissioner Meyer: Now let me ask you another question. I understood you to refer to a general act authorizing the incorporation of railway terminal companies.

Mr. Keeble: Exactly so.

Commissioner Meyer: Now are there in existence two general acts in the State of Tennessee, one authorizing the incorporation of railway companies and another authorizing the incorporation of railway terminal companies?

Mr. Keeble: I have never referred in my testimony consciously to any act other than the one to incorporate a railway terminal company, but there are two acts. There is a general statute which provides for the incorporation of railroad companies and an act which provides for the incorporation of railroad terminal companies.

341 Commissioner Meyer: That is my question. There are in existence then these two separate and distinct general statutes?

Mr. Keeble: There are in existence these two separate and general statutes.

Commissioner Meyer: So that this Louisville & Nashville Terminal Company, organized March 21, 1893, was organized under the general railway terminal act?

Mr. Keeble: Exactly so.

Commissioner Meyer: And not under the general act?

Mr. Keeble: Exactly so.

Commissioner Meyer: Well, I think we are getting it straightened up.

Mr. Keeble: Now these two railroad companies were organized long prior that and by special act; one by the legislative act of the legislature of Kentucky and the other by the legislature of Tennessee. Now, as I stated before, although this charter, or articles of incorporation, was issued to these parties in 1893, at the time that this contract was made with the city the Terminal Company had no property, owned no track, had no money in the treasury and had not done any single thing looking toward a performance of its duties or an exercise

342 of its powers.

During the process of the consideration of this first ordinance of 1896 the two railroad companies and the Terminal Company began to arrange to carry out this program which was outlined in the ordinance, and in order to do that, on the 27th day of April, 1896, the Nashville, Chattanooga & St. Louis Railway leased to the Terminal Company for a period of 99 years, rather than 99 years, as was stated by Mr. Jouett—

Mr. Jouett (interrupting): The 99 years was a subsequent change.

Mr. Keeble: Yes, sir—certain properties described in the contract which the Nashville, Chattanooga & St. Louis Railway then owned with as perfect a title as the railway company could hold in this State—just how much of that is fee—some of it was in fee, the real estate, probably, and the other was leased. Now at the same time the Louisville & Nashville Railroad Company, or about the same time, on August 7, 1897—no, the 27th day of April, 1896, the Louisville & Nashville Railroad Company executed a lease to the Terminal Company of certain property and trackage rights that it had in the city of Nashville for a similar period.

343 Mr. Girard: Mr. Keeble, these two copies of leases will also be filed?

Mr. Keeble: Yes, sir; we will file copies of all these papers.

Mr. Jouett: They are very voluminous. You might read them and see whether you want them.

Commissioner Meyer: I am inclined to think we have taxed the reporter at least sufficiently for this evening. Do you think if we begin at 10 o'clock in the morning we will be able to finish by 6 o'clock tomorrow evening?

Mr. Jouett: Yes, sir.

Commissioner Meyer: If there is any doubt about it we will come in at 9 o'clock.

Mr. Jouett: I do not think there is a possible doubt about it.

Commissioner Meyer: I see it is impossible to conclude by noon, but I would like to have it reasonably certain for tomorrow evening.

Mr. Jouett: I do not think there is the least shadow of doubt about it, because we could easily conclude by that time. I think it would really facilitate matters if we adjourned until 10 o'clock instead of an earlier

344 hour, because I have been in court even since I have been here practically and have not been able to look over matters.

Commissioner Meyer: We will take a recess until 10 o'clock in the morning.

Now, if some of you gentlemen who have access to the law books will bring that general statute, I have a curiosity to see it.

Mr. Keeble: I will bring it tomorrow.

Mr. Jouett: I had expected to introduce that statute and call your attention to it.

Commissioner Meyer: And then, which is chiefly a matter of argument, perhaps, but it is something that will arise in this case, and I can not help but think of that line of argument that is bound to be precipitated—if this general terminal statute, under which this Louisville & Nashville Terminal Company was incorporated, empowers and requires companies incorporated thereunder to perform terminal services, then the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway assumed those duties and obligations of the general statute, and, whatever they may be, may they not be required today to perform the functions prescribed in that statute? But that is a matter of

345 argument before the Commission.

Mr. Keeble: I think that question—I have lived

with that question for about 12 years and I think we will be able to point out the line of argument that your Honor will see our position at least.

Commissioner Meyer: Very well.

Mr. Jouett: In the light of this statute we think it will be very simple when you get to it.

Whereupon at 10:30 o'clock P. M., on the 25th day of March, 1914, the hearing in the above entitled matter was adjourned to March 26, 1914, at 10:00 o'clock A. M.

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Nashville, Tennessee, March 26, 1914.
10:00 A. M.

Met Pursuant to Adjournment.

Parties Present as before.

Commissioner Meyer: You may proceed, Mr. Keeble.

JOHN B. KEEBLE resumed the stand.

Mr. Keeble: I believe that when we discontinue last night I had read into the record certain parts of this so-called charter of the Louisville & Nashville Terminal Company, which your Honor probably subsequently denominated the articles of incorporation.

To clear up what I was trying to explain at that time I will say, briefly, that in 1893 the general incorporation laws of the State were amended so as to provide for the organization or incorporation of the Terminal Company, with the powers and duties set out in the act of the legislature, which was Chapter 15 of the Acts of 1893, and their charter or these articles of incorporation, or charter, from which I have read, were obtained
347 by the incorporators under and by virtue of that particular act, together with the general statutes of the State, which authorized the incorporation of companies generally with such powers as any particular act might prescribe.

Now, about that time the Honorable Commissioner asked me some questions as to the duties and obligations of the Terminal Company under this charter, or under these articles of incorporation—I keep saying charter because we are so in the habit of saying that here—and the further question as to whether or not those obligations would not follow and impress the property even though the property should come into the possession and control of a railroad company.

Now, I have very distinct and clear views, as far as I can see them, on that proposition, but I would like to put into the record as evidence my interpretation—

Commissioner Meyer (interrupting): Well, that would be argument anyhow.

Mr. Keeble: Yes, and therefore I would like to ask permission that that matter might be discussed in the brief to be filed rather than in my statement.

Commissioner Meyer: And before the whole Commission as a matter of argument.

Mr. Keeble: And before the whole Commission as a matter of argument.

I point out, however, as a matter of fact, that this charter is evidently drawn with great care in certain particular directions. It does provide on its face that the Terminal Company has a right to acquire property, and it provides that it may acquire property for the purpose of doing certain things in the way of construction of stations, terminal facilities, and the like.

It also says it may operate and conduct the terminal system, but it particularly also authorizes the lease or sale, not of its franchise, but of its physical properties, to any railroad upon any terms when it may see fit to do it, or upon any terms they might agree upon. I call attention to that part of the language as a matter of fact.

Now, passing from that, as I stated last night, when we got to that point, or had stated when we got to that point, the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company, on the 27th day of April, 1896, had executed leases to the Terminal Company conveying certain specific property, copies of which leases will be filed as exhibits.

349 I now desire to state that on the 15th day of June, 1896, the Terminal Company conveyed, by lease, to the two railroads, not only all of the property that had been leased on the 27th of April, 1896, to the Terminal Company by the railroad, but all property that it owned or might subsequently acquire. It is a fact that there was no change in the physical condition of these properties between the 27th of April, 1896, and the 15th day of June, so that it is a fact that the only title that was ever vested in the Terminal Company, in reference to the properties leased to it by the two railroad companies on the 27th of April, 1896, was a leasehold interest for a period of less than 60 days, and it is also a fact that there was no change, either in the equipment or construction of the properties during that period, and during that period the Terminal Company exercised no official act further than to authorize the execution of these papers.

Now, subsequently, some time a year or two later, a

mortgage was executed by the Terminal Company and by the two railroad companies, conveying all of these particular properties to secure a mortgage, or secure the issuance of bonds up to two millions of dollars.

350 I do not remember now the exact date of that, but a copy of that mortgage will be filed in the record as an exhibit to my statement.

Mr. Keeble: Now, on the 3d of December, 1902, there was a modification of the leases existing between the Louisville & Nashville Terminal Company and the
351 two railroad companies. A copy of this lease is filed as an exhibit to this statement and will be made a part of the record.

Now, in brief, the terms of this modification were:

First: to modify the length of time that the lease was to run as originally executed, and to make that lease for a period of 99 years rather than a period of 999 years.

Second: to eliminate from the contracts of lease, both from the Railroad to the Terminal Company, and vice versa, these original properties that had been vested in the two separate and distinct Railroads, so as to leave the fee in those properties in the Railroad Companies, as they were prior to the lease of April 27, 1896. None of these properties, as will be seen from an examination of all these papers, extended north of Gay Street on the north or south of Spruce Street on the south.

352 Mr. Keeble: On this map I have indicated in the red letters A at Gray street, and B, at Spruce street, now 8th Avenue south, and called on this map 8th Avenue south, but it was between these two points that all the property that is described in these leases, both from the Terminal Company to the Railroads and from the Railroads to the Terminal Company, is situated. I call your attention to that specifically for the reason that with a very few exceptions, as will be shown later, the industries to which cars are switched by these different railroads are located entirely without that territory.

Now, I want to file as an exhibit to my statement a small map which will be identified and proved by Mr. Trabue, an engineer of the company, which illustrates the different properties in this area, the fee to which at one time or another was in these various companies. I am prepared to testify to this with the exception of the accuracy of the measurement, because I have been over these papers in the past 12 years a good many times and know that these leases which I have mentioned deal with these specific pieces of property.

Your Honor will see, and I call your Honor's atten-

tion to the fact that the property in this area which is the same area I have pointed out on that map, Exhibit
 353 1, is marked off in different colors. All the property and all of the boundaries surrounded by green was property that was in the Nashville, Chattanooga & St. Louis Railway on April 27, 1896, when it was leased to the Terminal Company and held by the Terminal Company for a period between April 27, 1896, and June 15, 1896, when it was leased back to the joint Railroads, the two Railroads, and subsequently, by that modification, eliminated entirely from the arrangements.

The property in blue, which is a comparatively small part of this property, was property which was, at the same times I have mentioned, that is to say, on April 27, 1896, vested in the Louisville & Nashville Railroad Company.

The property which is surrounded by red lines was the property which at that time was owned by the Louisville & Nashville Terminal Company, or subsequently acquired by it. I am not prepared to say how much of it was in the Louisville & Nashville Terminal Company and how much was subsequently acquired by it, but that was property the title to which was never in either one of these railroads, except by virtue of the lease of June 15, 1896.

Now, your Honor will see, on an examination of
 354 this map, that the property which was acquired by the Louisville & Nashville Terminal Company under and by virtue of its charter, with the exception of that short time in which it held a leasehold interest in these other properties, was not joined together, was in several separate and distinct titles, and you will readily see, on examination of this map and other maps, that in and of itself it would be of no value as Terminal property, for the reason that it is not reached by any tracks aside from the tracks of these two Railroad Companies, nor is there any inlet or outlet to it.

(The map, so offered and referred to, was received in evidence and thereupon marked Defendants' Exhibit 1, Witness Keeble, received in evidence March 26, 1914, and is attached hereto.)

Mr. Keeble: Now, at the time of all of these contracts which I have had reference to, with the exception of the modification in 1902, there was no other railroad in Nashville except these two Railroads.

There is one contract that I forgot to read into the record. After the two Railroads had acquired by these
 355 leases, as stated here, on the 15th day of August, 1900, they entered into a joint contract between

themselves, the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company, looking toward the operation not only of the properties which are described in these leases and mortgages, and not only the properties which are embraced in this territory as illustrated by these maps, but the operation of these properties or the joint operation of these properties and all industry tracks within a certain territory in and around Nashville and all other tracks. This contract, as stated, was entered into on the 15th day of August 1900, copy of which will be filed as an exhibit to this statement.

I should have stated with regard to the modification of December 3, 1902, that another modification of that agreement was in reference to the rental that was to be paid by the Terminal Company to the Railroad Companies. I omitted that. It was not particularly pertinent, but that was one of the modifications.

Now, in 1893, as I will show—I am satisfied I can file, and if I can not I will withdraw this statement—I have sent for the journal—when this act which was finally passed in March—I think March 17, 1893—was before the Senate, an effort was made to amend that act so as to provide that it should be open to all of the railroads—the terminals constructed under this act should be open to all railroads alike, and that was defeated.

In 1901, just the session of the legislature prior to the subscription by the city of Nashville to one million dollars' worth of stock of the Tennessee Central Railroad, and when the Tennessee Central Railroad was approaching Nashville from the direction of Lebanon, having acquired properties almost into the city, a bill was introduced into the Tennessee legislature to amend this act so as to compel all terminal companies incorporated under that act to permit other railroads, upon the payment of an equitable amount, to share the use of these terminals, and that bill was defeated.

I simply state that to show the fact that these questions have always been under discussion, as shown by that report, from the time these terminals were built, and that in no instance, either by the City Council's action or by legislative action, has this been placed in the contract between the city and the railroad, or in the fundamental law under which this company was organized.

357 Mr. Jouett: Mr. Keeble, in order to show clearly the final result of the negotiations that were carried on through these various contracts, will you

state briefly to the Commission now just what the status of that property is; that is, the property originally owned by the Terminal Company, and the relation of the two railroads to that property and to the other property within the limits of the city of Nashville.

Mr. Keeble: As I understand those title cases the title to all property on this little map, which is marked Exhibit—

Commissioner Meyer (interrupting): Keeble Exhibit Number 1.

Mr. Keeble: All of the title to all of this property in green lines is now in the Nashville, Chattanooga & St. Louis Railway as fully as any railroad company in Tennessee can hold property. There is some dispute as to whether a railroad can have a fee title, or whether they merely have the right to use it as long as railroad purposes require it, or they do actually use it that way, but at any rate, whatever title a railroad can, under the laws of Tennessee, have to any property, the Nashville, Chattanooga & St. Louis Railway has to all of this property in the green lines.

All of this property in blue lines is held by the Louisville & Nashville Railroad Company in the same way.

All of this property in red lines, the title is in the Louisville & Nashville Terminal Company, subject to a lease of 99 years from the date of the modification agreement, to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway Company.

The title to all of the industry tracks radiating from this property, which is described in this little map, is now, as it always has been, in either the Louisville & Nashville Railroad Company or the Nashville, Chattanooga & St. Louis Railway Company, according to which one of the companies originally constructed that track.

Mr. Jouett: By industry tracks, do you not mean all tracks of either line within the city of Nashville?

Mr. Keeble: The main line tracks and all operating tracks have always been, with the exception of that short period between April 27, 1896, and June 15, 1896, in the respective railway companies; the Louisville & Nashville Terminal Company never built a main line and never built an industry track; it merely built this switch yard here and roundhouse and coal chutes and things of that sort.

But, to illustrate what I mean by this exhibit which you have before you, which was filed by a former witness

in the case, and upon which I have made these marks A and B—

Commissioner Meyer (interrupting): Petitioners' Exhibit Number 1.

Mr. Keeble: What I mean by industry track is illustrated by going upon the east side of the Cumberland River.

You will find the track there which seems to end at J. P. Murray's marked with the letter C in red, on Exhibit 1. Now following the line of that track along the river, in a northerly direction, it will appear that that track ultimately entered upon the main line of the Louisville & Nashville Railroad at a point which I shall mark in red D. That is the end of that industry track. That is one of them. Now, there are many others in various situations all through the city.

Now that track, nor none of these tracks, was ever built by, owned by, or leased to, the Louisville & Nashville Terminal Company, and there is no other industry track or no other industry unless one that happens to be fronting on this limited area, which has been described, that—

Commissioner Meyer (interrupting): Were all of the industry tracks not within the terminals constructed by the railroads themselves on the same basis?

Mr. Keeble: On what same basis?

Commissioner Meyer: Did the shippers contribute to the construction of the industry tracks?

Mr. Keeble: Some of them did, but some of them did not; I do not know what relative proportion that is. Some of these industry tracks have been built under contract with the shippers, where the shipper furnished the land and the railroad company laid the rails and the shipper paid the rental; some of them have been built by the railroad company; I can not answer how that is.

Mr. Henderson: Mr. Keeble, is it not a fact that some of them are built and owned by the shipper?

Mr. Keeble: That may be so, Mr. Henderson; I do not know whether it is or not. But since I have been connected with the railroad company I know I have drawn for the Louisville & Nashville Railroad Company—I never had anything to do with any of the industry tracks on the Nashville, Chattanooga & St. Louis—

361 I have drawn a good many contracts and I do not think any two of them were alike.

Commissioner Meyer: Well, do you recall any in which the industry itself did more than to furnish the right of way and do the grading?

Mr. Keeble: I do not recall whether they did anything more than that, unless perhaps occasionally they agreed to pay a rental on the iron.

Commissioner Meyer: And furnish the ties, or did the carrier furnish the ties?

Mr. Keeble: I can not say about that, your Honor; I have not charged my mind with that.

Commissioner Meyer: Well, you can't go into that.

Mr. Jouett: We have some other witnesses to tell that.

Mr. Keeble: I have never tried to keep up with that; I would not like to answer that question. It may be that was so, and it may not.

Mr. Jouett: Now, state what is the status of each company with reference to all of the tracks, the main tracks, leads, industries and every other sort within the limits of the city, of each of these railroads?

Mr. Keeble: All of these tracks are owned either absolutely, or those that are on that limited area
362 described in red by lease by these two Railroad Companies.

Mr. Jouett: What are the relative rights of each to these tracks under this contract of August 15, 1900, forming the Nashville Terminals?

Mr. Keeble: As I understand that contract, which has been read into the record, under that contract it was agreed that all of the terminals or industry tracks of both railroads and all of the main lines both of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, entering Nashville and in Nashville, should be operated under this contract as a joint terminal and depot, and the expense of that has to be borne according to the proportion on basis of that agreement.

Mr. Jouett: Each company to have trackage rights over all of the railroads?

Mr. Keeble: Each company to have trackage rights over all. Now under that contract each company furnished a certain number of engines—

Mr. Jouett (interrupting): Which shows here.

Mr. Keeble: Yes; and each company selected its general manager as one of the members of the board of control, and there was a third man, mutually agreeable to both companies, known as the superintendent of
363 terminals, and that will be explained by another witness, and they have operated those terminals from the time they were opened, I think, as early as September, 1899, or about that time, to date, under substantially the same arrangement.

Mr. Jouett: What do you understand is meant by the term "Nashville Terminal Company"? Is that a corporation or partnership or anything more than a mere joint organization?

Mr. Keeble: That was nothing more nor less than a name used to designate the terminal limits of this joint operation. That is not the name of a corporation; it is a mere designation of the territory covered by this mutual arrangement, and has been so decided by our courts, by many decisions, that the two railroads are jointly responsible for everything that happens there. An employe of the Nashville Terminal Company is not an employe of the Terminal Company but an employe of the two railroads, and in all of this time, I want to state the Terminal Company has never owned an engine, it has never owned a car, either by purchase or otherwise, it has never owned any coal chutes, or roundhouses, never operated any roundhouses or coal chutes, it
364 has never employed any operatives in the handling of trains. Whether rightly or wrongly, they construe their charter to authorize them to lease their properties as a whole, without leasing their franchise in any way.

Mr. Jouett: It has never done any business of a physical character whatever, has it?

Mr. Keeble: Never has.

Mr. Jouett: That is all.

Commissioner Meyer: Mr. Henderson, do you wish to ask any questions?

CROSS-EXAMINATION.

Mr. Henderson: Mr. Keeble, what is the ordinance that you mentioned?

Mr. Keeble: Sir?

Mr. Henderson: What is the date of that first ordinance that you mentioned, the ordinance of the City Council which carried a provision that the Terminal Company would have to switch freight arriving at Nashville via any line?

Mr. Keeble: You mean when that was introduced?

Mr. Henderson: Yes.

Mr. Keeble: I do not know when it was introduced.

Mr. Henderson: It was in 1896, but I have not
365 found any date here when it was introduced.

Mr. Henderson: Well, what date was it passed? I understood you to say that ordinance passed the second reading.

Mr. Keeble: Yes, sir.

Mr. Henderson: That was in 1896?

Mr. Keeble: 1896.

Mr. Henderson: Now, that particular ordinance was withdrawn after it passed the second reading?

Mr. Keeble: That is my information.

Mr. Henderson: Do you know who had that ordinance withdrawn and why it was withdrawn after the passing of the second reading?

Mr. Keeble: Yes; I know why it was withdrawn. Because those who were supporting the ordinance were of the opinion that it would not be accepted by the Railroad Company and there was no use going any further with it.

Mr. Henderson: Because it was not satisfactory to the railroad?

Mr. Keeble: Yes, and one of the particular grounds was that ground.

Mr. Henderson: Yes. Now, when was the second ordinance, which was vetoed by the Mayor, and
366 which had that particular feature stricken out of it?

Mr. Keeble: You mean, when it was introduced?

Mr. Henderson: When it was introduced or passed.

Mr. Keeble: I do not remember the date when it was introduced. I had some dates here as to when it was discussed and passed, last night, but I have lost my memorandum about it. I can find that for you without any particular trouble.

Mr. Henderson: If you have the approximate date, I do not care about the month.

Mr. Keeble: I have it right here. It was passed on June 8, 1896, page 460, of this minute book.

Mr. Henderson: Is that the first one?

Mr. Keeble: Sir?

Mr. Henderson: Is that the first one? You said that the other one was in 1896 some time.

Mr. Keeble: I told you just a little while ago that the first ordinance was withdrawn in May.

Mr. Henderson: May, 1896?

Mr. Keeble: Yes, sir.

Mr. Henderson: Now, the second ordinance I understood you to say was passed and vetoed by the Mayor some time in June, 1896?

367 Mr. Keeble: Yes, sir.

Mr. Henderson: Now, when was the last ordinance filed finally passed?

Mr. Keeble: It was in 1898; I do not remember the date.

Mr. Henderson: Then, your leases that you have referred to here, as between the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, and contracts dated 1896, were made two years prior to the passing of the ordinance under which you finally built the terminals?

Mr. Keeble: That is true; in 1896, when these leases were passed and executed, in April, the original ordinance, which was withdrawn in May, it was supposed could not be passed, and in order to get in position where they could get the money to construct these terminals, the railroads were going as far towards carrying out their plans as possible. When this ordinance was defeated in 1896, why, the matter was hung up for a while, and it remained in statu quo, and nothing more was done under it as between the Terminal Company and the Railroads, until the matter was reopened in 1898. These papers were not canceled because neither side had utterly abandoned the idea of finally erecting these terminals.

368 In fact, this matter had been agitated by the city and the railroads for more than 10 years before it was finally agreed upon.

Mr. Henderson: Now, when that terminal station and these terminal properties were finally built, did not the city condemn a lot of property and stand a large part of the expense of getting the necessary ground to put up these facilities?

Mr. Keeble: No; the city did not condemn any land or pay for any land that was embraced in the terminal station or limits. The city did condemn two or three pieces of property on Walnut Street, east of the terminals, for the purpose of changing the location of Walnut Street and permitting that street to be lowered, so as to bring the old street low enough to enter the freight station. If you have ever examined that property you will notice that where the street goes down below grade and enters the station there, that is the place where old Walnut Street was. Now, the city agreed to make a new Walnut Street, and it condemned the bit of ground running, I believe, from the first alleyway south of First Street on the east side of Walnut to the first alleyway north of Broad Street on the east side of Walnut,

369 50 feet wide. Now, the city paid for that.

Then the city contributed, as I stated last night—I don't remember what that one hundred thousand dollars was paid for, but it was for some portion of the viaduct and approaches, and the city did pay some vouchers arising from injury to abutting owners where the approaches were upon city property, but in so far as

the property inside of the terminal limits was concerned, the city neither condemned any for that nor paid for it.

Mr. Henderson: That damage, and the money they spent, was brought about, however, and made necessary by the construction of these terminal facilities, was it not?

Mr. Keeble: Unquestionably the city—and that was one of the points of the controversy for a long time; some people in the city did not want the city to bear any of the expense. The railroad companies wanted the city to bear more than the city actually finally bore. For instance, there was a difference of opinion as to the question of Church Street. Before the erection of these terminals, if a vehicle or foot passenger went from Walnut Street or from the old station on Church Street to any point in the western part of the city it was necessary to drive over a series of tracks, the widest part of the terminal yards—I don't remember, but it was several hundred feet—and the railroads naturally contended at that time, it was natural for them—I do not say rightly or wrongly; I am not passing on that question—that it was to the great advantage of the city to have a viaduct there, and if they were willing to build a viaduct and pay for it the city certainly ought to be willing to pay for the approaches and the injury to the abutting owners. And there were various and sundry arguments.

One of the arguments that the railroads made to us—I was then representing the city—was the fact that if it got out that the railroad companies had to pay for properties and damages it would cost two or three times as much, as everybody knew they always had to pay two or three times as much in damages as anybody else, but be that as it may, it finally expressed itself in these contracts and the city did pay money as outlined in the contract.

Mr. Henderson: How much did that actually cost the city?

Mr. Keeble: I really do not know, sir; it was something over one hundred thousand dollars.

Mr. Henderson: Was it not something over a half million dollars?

Mr. Keeble: No; nothing like that; as I am informed. I would not say it was not, but that has never been my information. I have not kept the accounts or the books. It would be easily demonstrated, but I have never had that impression, in fact, I never charged my mind with the details.

Mr. Henderson: I do not know that that is true. I heard it.

Mr. Keeble: Well, a great many things we hear are not true.

Mr. Henderson: Now, Mr. Keeble, is it not true that this thing started over the fact that the passenger station and facilities of the Louisville & Nashville and the Nashville, Chattanooga & St. Louis at Nashville were not sufficient to take care of the business?

Mr. Keeble: I guess that neither the city nor the railroad would have been willing to spend all that money, if either one of them had regarded the facilities as adequate. I do not suppose any railroad system would spend approximately two million dollars unless they felt the business of the town demanded it, and on the other hand,

I do not think the city would have been willing to
372 have closed up these streets and put in part of the money unless they felt like it was advantageous to it.

Mr. Henderson: Yes; and being inadequate, the city asked the railroads to construct facilities that would handle the business. Now, is it not a fact—

Mr. Keeble (interrupting): Now wait a minute; is that your testimony or your question?

Mr. Henderson: I asked you if that is not a fact.

Mr. Keeble: Well, now, as I explained, it is a fact that the people in the city felt like they ought to have better terminal facilities, a new passenger station; the railroad realized the fact they ought to have larger terminal yards, and they were willing and did build a depot more expensive and more elaborate than they thought was reasonably necessary, but the people wanted a passenger station, the merchants wanted freight facilities, the railroads wanted freight facilities primarily, and also passenger facilities; but there was a large argument as to how that money should be divided. The railroad people were not willing to do this unless they could build for what they regarded as the future, and beyond even the necessities as either side regarded them at that time.

When these terminals were built they were sup-
373 posed to be big enough to cover a great many years, and the town would have to grow considerable to it even to fill them up, but in the rapid increase in business in 1905 and 1906, it became apparent that everybody had misjudged the real necessity of the traffic.

Mr. Henderson: Mr. Keeble, is it not a fact that the history of these ordinances that you have stated here shows that the railroads were willing to construct these

terminals provided they could do it on their own terms?

Mr. Keeble: No; I do not think so, because I know that there were many changes made in the original proposition that was submitted to the city by the railroads finally, a great deal of correspondence on the question of where the boundaries should be, and the various proportions of expense of the maintenance of the viaducts, and the ordinances, as finally passed, was really an embodiment of Captain Harris' idea as expressed last night, of give and take; it was a compromise proposition.

Mr. Henderson: It is true, however, that the Louisville & Nashville and the Nashville, Chattanooga & St.

374 Louis did refuse to construct these terminal facilities until that part of the ordinance requiring them to switch to any other roads that might come in here was stricken out?

Mr. Keeble: That is true. They took this position before the City Council at that time, that this was going to cause them to spend a considerable amount of money, that the Terminal Company had no money and no property that all the money that was to be used in the construction of these facilities was to come out of the treasuries of these two railroads, and they were not willing to spend their money for the erection of terminals, according to this idea, and then have any rival railroad build a line and simply connect with them at Vine Hill, we will say, or Shops Junction, and have the advantage of coming into their own terminals and into the industries on their own tracks, and compete for their business and leaving them with a paltry switching charge, and leaving them subject to governmental regulation at that.

Mr. Henderson: The city was unable to get the terminals constructed under terms that they wanted, and took the best they could get, did they not?

Mr. Keeble: I have outlined that the best I could, the city was more anxious at that time for this particular development than the railroads. I happen 375 to know that Mr. Smith regarded it as an inopportune time to construct these terminals, by reason of the recent financial depression of 1893, from which the country had not recovered, and he thought, and the railroads thought, and argued to the city when they were asking to have a conference about it, that they preferred to postpone this matter to a different day. I know that the City Council had great difficulty in getting a full hearing on this matter with the executives of either road, and that the people of Nashville were peculiarly interested at this particular times, and urged this particular

time for the reason that they were going to have an exposition, and they wanted to have it ready for the people at that time. I know that I was greatly interested in it at that time, and know it was a good many months before we could get Mr. Smith interested in it at all toward arranging the enterprise at that time, and the city, as I stated a while ago, was more interested in the viaduct of Church Street, and in the opening up of a proper roadway on Broad Street and in a handsome passenger station—I mean the city as a whole, the popular voters, than they were in anything else, the merchants were interested in switching facilities and freight advantages, and the railroad companies said, “We are interested in the freight business more than anything else, and if we are going to do this thing we want to do it so as to take care of it for the future.” Now, the city was interested in it, was anxious for it, and the railroad was finally willing to do it at this time, but so far as I know, and according to my best information and belief, would have preferred very much to have postponed it until financial conditions became better.

Now, that is the only way I can answer that.

Mr. Henderson: The city was, in fact, so anxious for it that they were probably willing to take it on almost any terms?

Mr. Keeble: No.

Mr. Henderson: Now, you mentioned last night the first agreement—

Mr. Keeble (interrupting): I want to say this, about that; of course, I merely give my best judgment about it, but I have never known the citizens of Nashville to be so anxious for anything as to take it on any terms.

Mr. Henderson: You mentioned last night the first agreement between the Nashville, Chattanooga & St. Louis Railway and the Louisville & Nashville, as to trackage rights at Nashville, which was some time prior to this lease of 1896, in which all the terminal facilities were thrown together.

Mr. Keeble: Well, I do not know that the contract was quite that broad, as you state. The contract is in the record; it speaks for itself.

Mr. Henderson: I understood it was a trackage arrangement.

Mr. Keeble: It was a trackage arrangement, but I do not remember whether the contract is as bad as you say—all the terminal facilities were thrown together.

Mr. Henderson: I say, prior to the time—

Mr. Keeble (interrupting): In 1872.

Mr. Henderson: You misunderstood me; I asked if that contract was not prior to the time of the throwing together of all of the terminals, when they got certain trackage rights between the Louisville & Nashville and the Nashville, Chattanooga & St. Louis.

Mr. Keeble: Yes; that contract was back in the seventies.

Mr. Henderson: You do not know whether the Louisville & Nashville owned any stock of the Nashville, Chattanooga & St. Louis at that time, do you?

Mr. Keeble: I do not know as a matter of fact if they own any now or not; I understand that they do; I
378 have never seen any of it, I never had any of it, I am not a stockholder or director, and while I assume it is a fact that they do own stock in the Nashville, Chattanooga & St. Louis, I have never heard it denied, I do not know as a matter of fact how much they have got, nor when they got it.

Mr. Henderson: You do not know that they did not own any at that time?

Mr. Keeble: Sir?

Mr. Henderson: Do you know that they did not own any?

Mr. Keeble: In 1872?

Mr. Henderson: Yes.

Mr. Keeble: To the best of my information and belief, if they owned any it was a small amount at that time. As I stated last night, I stated that they did not own the control of it, for the reason that Colonel Cole, as I understand, when this contract was signed, it was signed by Colonel Cole as president, and Colonel Cole kept the presidency up to the time when the Louisville & Nashville Railroad Company secured control, and then he retired. The Louisville & Nashville Railroad Company never owned the control during Colonel Cole's administration, if it owns it now, as I assume it does.

Mr. Jouett: I will say, Mr. Henderson, we expect
379 to show that by the secretary.

Mr. Henderson: All right.

Mr. Keeble: I don't know when; I don't know the date.

Mr. Henderson: That is all.

RE-DIRECT EXAMINATION.

Mr. Jouett: Mr. Keeble, speaking as a citizen, acquainted with the local conditions of Nashville, state what in your opinion has been the effect upon the city of Nashville of these improvements that it secured by this con-

tract with the railroads about which you have been testifying?

Mr. Keeble: Well, I do not know that I am a competent person to testify about that. I have always thought that it was the judgment of the community that regardless of whether the terminals ought to be used exclusively by the two railroads, I think that it has been the unanimous judgment of the community that the city was much better off by having these facilities there. The only difference of opinion, so far as I know, was as to whether or not the railroad company ought to permit any other railroads to use them. I have never heard anybody talk any other way. I may be wrong about it.

Mr. Jouett: It is your opinion that it has been
380 a great benefit to the city?

Mr. Keeble: Well, I think so, because it has meant this: for many years there has been an adequate method of handling freight and passenger traffic that did not exist before. Now, possibly it has changed—some people who had property in that vicinity insisted that their particular property was injured, and doubtless it was, for residential purposes.

On the other hand, property on Broad Street and business property has enhanced many, many times since then. Property which you can get for \$50.00 to \$75.00 a foot 15 years ago, you could not buy now for less than \$300.00 or \$400.00.

Mr. Jouett: Mr. Henderson interrogated you to quite an extent as to the motives of the city in making this contract, and as to their anxiety to secure the contract. I will ask you if you think any anxiety upon the part of the city at the time the contract was made to get the terminals presents any reason for its attempt to deprive the railroads of the rights given to them by that contract?

Mr. Keeble: Well, naturally I would not think so, but I think that is likely a matter of judgment.

Mr. Jouett: Well, that is all.

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RE-CROSS EXAMINATION.

Mr. Henderson: Mr. Keeble, just one question. Is it your opinion that the fact that the Tennessee Central Railroad built into Nashville damaged the city or did it any good?

Mr. Keeble: Why, Mr. Henderson, I don't see how any sane man could think that anybody would assume the construction of a railroad, if it did not run 10 miles, damaged a city. On the contrary, my judgment is that the construction of the Tennessee Central into Nashville

has been a great benefit to it. I have never, either in public or private, ever entertained any other idea. I don't see how any man could think anybody would think that a system as reputable and as long as that could be anything else but a benefit to the city of Nashville.

Now, so far as whether or not the city, as a corporation, is going to get any benefit, or whether it was a wise thing for the city to take stock in the railroad, that is a very different proposition. But, so far as the presence of the property here is concerned, I think a man would be a fool that would think any other way.

Mr. Henderson: Now, you were connected with the Louisville & Nashville Railroad, were you not, at
382 the time the Tennessee Central was trying to get an entrance into Nashville?

Mr. Keeble: No, sir.

Mr. Henderson: You were not?

Mr. Keeble: No, sir; I was not a member of the Louisville & Nashville Railroad until after—not connected with the Louisville & Nashville Railroad until after the election in August, when the million dollar bond subscription was made.

Mr. Henderson: You lived in Nashville at that time?

Mr. Keeble: I lived in Nashville at that time.

Mr. Henderson: Do you or do you not know whether it is a fact that the Louisville & Nashville Railroad fought the coming in of the Tennessee Central, and did everything they could to keep the city from encouraging them to build that road?

Mr. Keeble: As far as I know about that, I know nothing more than any other citizen. I assume the Louisville & Nashville Railroad did oppose it, but as to how and when and where I do not know any more about that than any other man living.

Mr. Henderson: You were living here at that time?

Mr. Keeble: Yes, sir.

Mr. Henderson: And were familiar with the
383 things being done at that time?

Mr. Keeble: Yes, sir.

Mr. Henderson: From your knowledge of the conditions and situation at that time do you not know that the Louisville & Nashville did everything it could to prevent the Tennessee Central from coming in?

Mr. Keeble: Now, did everything they could—that is a broad term. That the Louisville & Nashville Railroad was fighting it, perhaps, and that I believe the Louisville & Nashville Railroad was, is a fact.

Mr. Henderson: That is all.

Commissioner Meyer: Is that all, Mr. Jouett:

Mr. Jouett: That is all I have.

Mr. De Bow: Mr. Keeble, you say you assume that the Louisville & Nashville Railroad opposed the coming of the Tennessee Central. Was not that upon the ground, and was it not fought out, and known by all the citizens here, that it opposed the city subscribing to the stock, and the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, as one of the largest tax payers, were fighting it because they did not want to be burdened by that extra amount of taxes to bring a railroad here?

384 Mr. Keeble: Mr. De Bow, that was an argument that was advanced, and no doubt that did have its influence on the railroads, but my own judgment about it was, just as I have stated before, that the Louisville & Nashville Railroad was opposed to it not only for that reason but upon general principles. I might be mistaken; that was my judgment then.

Commissioner Meyer: That seems to be all, Mr. Keeble.

(Witness excused.)

H. H. TRABUE was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Jouett: Will you give your name and initials?

Mr. Trabue: H. H. Trabue.

Mr. Jouett: You live in Nashville?

Mr. Trabue. Yes, sir.

Mr. Jouett. What is your business?

Mr. Trabue: I am assistant chief engineer and assistant real estate agent of the Nashville, Chattanooga & St. Louis Railway.

Mr. Jouett: Have you at our request made blue prints or a map, showing of the city of Nashville
385 at the present time, and showing particularly the various railroad lines in the city?

Mr. Trabue: I have a map here that was not made by me, but was made in Mr. Bruce's office, which takes the city—upon which has been shown—

Mr. Jouett (interrupting): Before you get to that, we will offer that map in evidence, and then you can discuss it.

(The map, so offered and identified, was received in evidence and thereupon marked Defendants' Exhibit 1, Witness Trabue, received in evidence March 26, 1914, and is attached hereto.)

Mr. Jouett: Will you please explain to the Commissioner briefly what that map shows with reference to the various railroad lines, stating how they are indicated.

Mr. Trabue: In red, on the map, is shown the tracks of the Nashville, Chattanooga & St. Louis Railway within what is known as the terminal limits of Nashville.

In yellow, on the map, is shown the tracks of the Louisville & Nashville Railroad Company within the terminal limits of Nashville.

In green, between Spruce street on the south and
386 Gay street on the north, is shown the tracks within the limits of the old Nashville Terminal Company.

In black is shown the tracks of the Tennessee Central Railroad.

Mr. Jouett: What are the little spurs that run off from these various tracks?

Mr. Trabue: They are spurs to different industries.

Mr. Jouett: Where is Baxter Heights or Shops Junction? Is that indicated on this map? Will you take a red pencil and indicate where that is shown?

Commissioner Meyer: You remember that they did mark Exhibit 1, and the word "Shop" appears here.

Mr. Jouett: That is right; I just want him to describe it; I did not notice the name there. Can you state how many miles of track is owned by each of these three railroads within the city of Nashville?

Mr. Trabue: I can only give it so far as the Nashville, Chattanooga & St. Louis Railway is concerned, but I have sent down to have it gotten as far as the Louisville & Nashville Railroad is concerned, but I do not know anything about the mileage of the Tennessee Central Railroad.

Mr. Jouett: Will you state what the mileage of
387 the Nashville, Chattanooga & St. Louis is?

Mr. Trabue: The main line mileage from a point at the crossing of the Chattanooga division, as I will indicate on this map with the letter in red, the letter A, and extending through the heart of the city, or the center of the map, to the bank of the Cumberland River in the upper left hand corner of the map, is 10.64 of main line.

Mr. Jouett: How many miles of side tracks does the Nashville, Chattanooga & St. Louis have in that territory?

Mr. Trabue: 39.02 miles.

Mr. Jouett: Will you secure during the morning and give to the Reporter the mileage of the Louisville & Nashville in the city?

Mr. Trabue: Yes, sir.

(The figures later furnished to the Reporter by the witness were miles.)

Mr. Jouett: Did you in this calculation include any part of the property shown in green that represents what is known as the old Louisville & Nashville Terminal property?

Mr. Trabue: Yes, sir.

Mr. Henderson: Where is that green?

388 Mr. Jouett: It is a very bad color of green; it is almost yellow, but if you look at it in the light it is green.

Mr. Trabue: The figures heretofore given as .93 of a mile of main line and 14.30 miles of side lines in that district between Spruce street on the south and Gay street on the north, which is on the property owned in fee by the Nashville, Chattanooga & St. Louis Railway.

Mr. Jouett: Do you know whether any of the territory indicated by that green marking is owned by the Louisville & Nashville Railroad Company?

Mr. Trabue: No, sir.

Mr. Jouett: You mean you do not know, or that it is not so?

Mr. Trabue: I do not know; I do not think that it is true.

Mr. Jouett: How much mileage does the Louisville & Nashville Terminal Company, which, as you will understand, leased for 99 years its property to these two Railroad Companies, own in that green marked section?

Mr. Trabue: There is .17 of a mile on the main line of the Louisville & Nashville Railroad on property owned in fee by the Louisville & Nashville Terminal
389 Company. That was brought about by the shifting of the main line in the construction of those yards and depots, etc. That is the only main line that I know of on the property of the Louisville & Nashville Terminal Company. There are 7.3 miles of side lines on the property of the Louisville & Nashville Terminal Company.

Mr. Jouett: That is due to the large number of tracks that are on that space?

Mr. Trabue: Yes, sir.

Mr. Jouett: What is the total length of that section marked in green and representing what was spoken of as

the original Louisville & Nashville Terminal Company property?

Mr. Trabue: Of the main line of the Nashville, Chattanooga & St. Louis it is .93 of a mile, and then there is a branch line out from that at Cedar street, which takes in the .17 of a mile of the Louisville & Nashville Railroad, which I have heretofore stated is on the property of the Louisville & Nashville Terminal Company. That makes a total of 1.1 miles of main line, but in reality the total length or the extent of the Louisville & Nashville Terminal Company is about one mile.

Mr. Jouett: You mean, property upon which its main track, or that space is marked green, regardless of who owns it?

Mr. Trabue: That part that is marked green.

Mr. Jouett: Regardless of who owns it?

Mr. Trabue: Yes, in other words, the space from Spruce to Gay street is about one mile.

Mr. Jouett: There is no connection with that except the Louisville & Nashville and Nashville, Chattanooga & St. Louis going out from either end, is there?

Mr. Trabue: No, sir.

Mr. Jouett: What improvements speaking generally, are located in that space?

Mr. Trabue: The passenger station, the Union passenger station, the coal chutes and roundhouse, the freight depot of the Nashville, Chattanooga & St. Louis Railway, and the freight depot of the Louisville & Nashville Railroad.

Mr. Jouett: Mr. Trabue, have you caused to be made in your office a copy of an old map of Nashville, traced from Hopkins' Atlas of 1889?

Mr. Trabue: Yes, sir.

391 Mr. Jouett: I offer one of these maps in evidence, marked Trabue Exhibit Number 2.

(The map so offered and referred to, was received in evidence and thereupon marked Defendants' Exhibit 2, Witness Trabue, received in evidence March 26, 1914, and is attached hereto.)

Mr. Jouett: Will you state generally and briefly to the Commissioner what that map shows?

Mr. Trabue: This map shows the location of the different roads in Nashville prior to the building of the new terminal facilities of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, with the exception of the location of the passenger station and freight station of the Louisville & Nash-

ville Railroad upon College and Market streets. I will mark the location of the passenger station with the letter A.

Commissioner Meyer: In red?

Mr. Trabue: In red. And the location of the freight station with the letter B in red.

Mr. Jouett: Do I understand that they were not on the original map and you have put them on this map?

Mr. Trabue: Yes, sir.

392 Mr. Jouett: Will you, during the morning, mark the copy that was filed with the Reporter in the same colors as those shown upon the map Number 1, filed by you?

Mr. Trabue: Yes, sir.

Mr. Jouett: Nominating red for the Nashville, Chattanooga & St. Louis, yellow for the Louisville & Nashville and black for the Tennessee Central?

Mr. Trabue: Yes, sir; the Tennessee Central is not shown on this.

Mr. Jouett: Strike out that last part. This map was made before the Tennessee Central was built into Nashville, I understand.

Mr. Trabue: Yes, sir.

Mr. Jouett: I call your attention to the printed map marked as Exhibit Number 1, and will ask you to state whether or not that correctly shows what it purports to show, namely; the property in what was known as the terminal section owned by the various railroads?

Mr. Trabue: Yes, sir; except as heretofore stated, I am not in position to state that the property shown in blue was actually owned by the Louisville & Nashville Railroad. I know that they controlled it and that they leased it to the Louisville & Nashville Terminal
393 Company, but as to whether or not the fee was in the Louisville & Nashville Railroad I am not in position to state; I do not deny it, but I cannot state it.

Mr. Jouett: You are not the real estate agent of the Louisville & Nashville?

Mr. Trabue: No, sir.

Mr. Jouett: Those are the few small sections shown in blue here?

Mr. Trabue: Yes, sir; between Cedar and Gay streets.

Mr. Jouett: The key to the map giving the colors as shown at the top is correct, is it?

Mr. Trabue: Yes, sir.

Mr. Jouett: That is all.

Commissioner Meyer: Is that all with this witness?

Mr. Jouett: Yes, sir; I believe that is all.

Commissioner Meyer: Have you any questions to ask this witness, Mr. Henderson?

Mr. Henderson: Yes, sir.

CROSS-EXAMINATION.

Mr. Henderson: Mr. Trabue, that situation as shown by your Exhibit 2, does that show the situation, the railroad situation, as of 1899? You stated it was
394 traced from Hopkins' map of 1889.

Mr. Trabue: To the best of my knowledge and belief, that is correct.

Mr. Henderson: That is the condition in 1889?

Mr. Trabue: Yes, sir.

Mr. Henderson: Now, you are familiar with the locations, I assume, that you have shown on Exhibit Number 1, Baxter Heights and Shops Junction?

Mr. Trabue: I am familiar with the location; I never heard it called Baxter Heights until last night.

Mr. Henderson: Is there a freight and passenger station at the point of interchange between the Nashville, Chattanooga & St. Louis and the Tennessee Central?

Mr. Trabue: There is no station at the point where the physical connection is made, but a short distance, on the top of the hill, at the Charlotte Pike, is what is known as Van Blarcom, there is a passenger station on the Tennessee Central Railroad. You see, the crossing of the Tennessee Central with the Nashville, Chattanooga & St. Louis Railway is about 30 feet overhead, and this physical connection is made by starting at a point on
395 the Nashville, Chattanooga & St. Louis Railway south of this overhead crossing and ascending to a point between this crossing and Charlotte Pike on the Tennessee Central, and the passenger station is located at the intersection of Charlotte Pike and the Tennessee Central Railroad, and I understand is called Van Blarcom station.

Mr. Henderson: That is a passenger station on the Tennessee Central?

Mr. Trabue: Yes, sir; there near the physical connection between the two roads.

Mr. Henderson: Is it not a fact that it is a half a mile or more from the point of physical connection?

Mr. Trabue: I think not.

Mr. Henderson: You don't know the exact distance?

Mr. Trabue: No, sir.

Mr. Henderson: Has the Nashville, Chattanooga &

St. Louis Railway a freight or passenger station at that point of connection with the Tennessee Central Railroad?

Mr. Trabue: No, sir.

Mr. Henderson: You have no facilities for receiving or delivering freight at Shops Junction or Baxter Heights?

Mr. Trabue: We have that physical connection.

396 Mr. Henderson: Except for carload freight exchanged with the Tennessee Central Railway.

Mr. Trabue: Not that I know of.

Mr. Henderson: Is it possible to reach that point by wagon or dray?

Mr. Trabue: To my knowledge, there is no road through there. I won't state it positively, but I have no knowledge of any wagon road through there.

Mr. Henderson: Then, it would be a practical impossibility or an absolute impossibility, to call Shops Junction or Baxter Heights a receiving or delivering point for freight, as you speak of the ordinary freight station, taking in carload or less than carload freight by wagon or dray as it comes to the railroad generally?

Mr. Trabue: I do not know of any facilities there except the physical connection.

Mr. Henderson: I understand that all of the tracks of all the terminals shown on this map in red and yellow and in green, that the Louisville & Nashville and Nashville, Chattanooga & St. Louis have absolute equal rights on every track, is that correct?

397 Mr. Trabue: Now, I am not in position to go into that, because that does not come under my jurisdiction. I do not know just exactly what the operating arrangement is.

Mr. Henderson: Mr. Commissioner, I would like to know if there will be anybody on here—

Mr. Jonett (interrupting): We concede that; we not only concede that, but claim that.

Mr. Henderson: Will there be anybody on the stand to testify to that.

Mr. Jonett: Mr. Bruce; we expect to prove it by Mr. Bruce.

Mr. Henderson: You are not in position, then, to answer?

Mr. Trabue: No, sir.

Mr. Henderson: That is all.

(Witness excused.)

398 W. P. BRUCE was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Jouett: Please state your name, residence and occupation.

Mr. Bruce: W. P. Bruce, Nashville, Tennessee, Superintendent of Nashville Terminals.

Mr. Jouett: How long have you occupied the position of Superintendent of Nashville Terminals?

Mr. Bruce: Twelve years.

Mr. Jouett: Please state what your experience in railroad work has been?

Mr. Bruce: I have been in the railroad service for 37 years, in the capacity of operator, local agent, clerk in large agencies, train dispatcher, assistant yard master, train master and superintendent.

Mr. Jouett: Please state what proportion, if any, of the time you mentioned has been spent in railroad service in or around the city of Nashville and in the employment of either the Louisville & Nashville or Nashville, Chattanooga & St. Louis roads?

Mr. Bruce: Very nearly 21 years.

399 Mr. Jouett: Please state whether or not from your experience and service in the capacities you have described you are fully acquainted with the terminal situation of the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads at and in the vicinity of Nashville?

Mr. Bruce: I am.

Mr. Jouett: Please also state whether or not in your employment and experience in the capacities stated you are fully acquainted with the terminal situation of the Tennessee Central Railroad in its relation to the Louisville & Nashville and Nashville, Chattanooga & St. Louis Railroads at and in the vicinity of Nashville.

Mr. Bruce: I am.

Mr. Jouett: Please state what are the existing rates, rules and regulations of the Louisville & Nashville Railroad Company and Nashville, Chattanooga & St. Louis governing their terminal arrangements at Nashville, Tennessee.

Mr. Bruce: The Louisville & Nashville Railroad Company's rates, rules and regulations governing its terminal arrangements at Nashville, Tennessee, are contained in its Terminal Tariff G. F. O. 1930, "ICC A-12658, particularly 1st revised page 261, effective August 3, 1913; 1st revised page 262, effective February 15, 1914; 2nd revised page 263, effective March 10, 1914; 2nd revised page 264, effective March 10, 1914; 1st revised page 265, effective March 14,

1913; 2nd revised page 266, effective March 10, 1914; 2nd revised page 267, effective July 7, 1913; 1st revised page 268, effective March 14, 1913; 1st revised page 269, effective March 14, 1913; 1st revised page 270, effective April 23, 1913; page 271 (original) effective December 3, 1912; and 1st revised page 272, effective March 1, 1913.

The Nashville, Chattanooga & St. Louis Railway's rates, rules and regulations are contained in its Tariff ICC No. 1958-A, particularly 10th revised page 44, effective March 25, 1914; 3rd revised page 45, effective October 28, 1913; 3rd revised, page 46, effective October 28, 1913; 4th revised, page 47, effective October 28, 1913; 4th revised, page 48, effective February 25, 1914; 4th revised, page 49, effective October 28, 1913, and 3rd revised, page 50, effective October 28, 1913.

Mr. Jouett: Rule No. 1 of the tariff mentioned states that "the Nashville Terminals, composed of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway handles freight within the terminal limits of Nashville for the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway." Please explain what are the

401 Nashville Terminals as referred to in that rule?

Mr. Bruce: The Nashville Terminals is an organization for the operation and maintenance of all of the facilities of both roads, including the property leased from the Louisville & Nashville Terminal Company within the city of Nashville, or rather within the prescribed terminal limits, which limits are fixed for the Louisville & Nashville on the north at a point near Carter's shoe factory and on the south at Race Track Siding; and on the Nashville, Chattanooga & St. Louis main line on the west at the Nashville, Chattanooga & St. Louis shops on South Cherry Street, *including the West Nashville Branch.*

Mr. Jouett: Are the terminal limits which you have described correctly shown on the map which Mr. Trabue has already filed as his Exhibit No. 1?

Mr. Bruce: Yes, sir.

Mr. Jouett: If the organization which you have described is covered or provided for in any written contract or agreement, please file a copy of same, marked Bruce Exhibit No. 1.

402 Mr. Bruce: It is covered by contract dated August 5, 1900, and I file as Bruce's Exhibit No. 1 a copy thereof, certified to be correct by Mr. N. K. Gilbert, Assistant Secretary of the Louisville & Nashville Railroad.

(The document was received in evidence and thereupon marked Defendant's Exhibit No. 1, Witness Bruce, received in evidence March 25, 1914, and is attached hereto.)

BRUCE'S EXHIBIT NO. 1.

BEFORE THE INTERSTATE COMMERCE COMMISSION.

City of Nashville and Traffic Bureau of Nashville,
Petitioners, vs. I. C. C. Docket No. 6484.

Louisville & Nashville Railroad Company.
Nashville, Chattanooga & St. Louis Railway.
Nashville Terminal Company, and
Tennessee Central Railroad Company, H. B. Cham-
berlain and W. K. McAlister, Receivers thereof.

Cross-Interrogatories to be asked W. P. Bruce, after the same have been crossed by attorneys for defendants, on his Exhibit No. 8, as agreed upon at the hearing of the complaint of the City of Nashville and Traffic Bureau of Nashville held at Nashville, Tennessee, on March 25 and 26, 1914. After the same have been re-crossed by attorneys for defendants, the same are to be sent to some disinterested Notary Public, and by him put to the witness, and his answers taken in shorthand and transcribed by said Notary.

The said interrogatories were put to the witness W. P. Bruce, after he had been duly sworn to tell the truth, the whole truth and nothing but the truth, by John J. Norton, a disinterested Notary Public and Stenographer, and his answers written by said Notary, as follows:

Int. 1. Was your Exhibit No. 8 compiled in accordance with the accounting classification of operating expenses prescribed by the Interstate Commerce Commission for steam roads?

Ans. Yes.

2. Does the Louisville & Nashville Terminal Company file annual reports of expenses or any reports of any nature whatsoever with the Interstate Commerce Commission, if so, describe them and show when filed?

Ans. No.

3. Please state which of the items shown on pages 1 and 2 of this Exhibit are divided between passenger traffic and freight traffic on basis of actual cost of each?

Ans. Under head of maintenance of Equipment, none of the individual items were wholly divided between

passenger and freight on actual cost of each, but a large proportion of the following items was so divided:

Ties.

Rails.

Other Track Material.

Stations, Offices and other Buildings.

The actual expenses of maintaining tracks and buildings in the passenger yard were charged to passenger, and similar expenses in the freight yard were charged to freight. There were some expenses for maintenance of tracks and buildings used in both classes of service, and these were divided between the two classes on basis of the number of hours yard crews were engaged in each class of service. In order to save time, I will hereinafter refer to this as the "hours of service" basis. This distribution was made at the close of each month, based on the number of hours reported for that month, and the figures in Exhibit No. 8 are the totals for the six months.

Under the head of Maintenance of Equipment, the only expenses divided on actual cost of each were cost of maintaining freight and passenger cars.

Under Transportation Expenses, the following expenses were directly divided on basis of actual cost of each:

Station Employees, Freight.

Station Employees, Passenger.

Weighing and Car Service Associations. This item however, includes Car Service Association only.

Station Supplies & Expenses, Freight and Passenger.

Train Supplies and Expenses.

Loss & Damage, Freight and Baggage.

Clearing Wrecks.

Damage to Property.

Damage to Live Stock on Right of Way.

Injuries to Persons.

Injuries to Employees.

Under General Expenses, none of the expenses were directly divided between passenger and freight.

4. How was the actual cost ascertained in each instance?

Ans. The total charges in Exhibit No. 8 to Cross Ties were \$18,530.08; \$15,249.68 of this was for ties used in the freight yard. The balance was divided between freight and passenger on the hours of service basis. There was used in the passenger yard \$1,024.00 worth

of ties which we omitted from the statement, as having no bearing on the matter. In other words, the amount shown for passenger should be increased by \$1,024.00.

The total charge to rails in the statement was \$3,421.05; of this, \$44.53 was for rails used in the passenger yard, and \$1,028.30 for rails used in the freight yard. The remainder \$2,348.22 for rails used in main tracks, etc., was divided between freight and passenger each month, as used, on the hours of service basis.

The total cost of "Other track Material" which includes switches, splices, tie-plates, spikes, bolts, bumpers, etc., was \$14,153.88. Of this, \$2,900.00 was used in the freight yard, and \$925.17 in the passenger yard. The remainder was used in tracks in joint service, and was divided on the hours of service basis.

The total charge to Stations, Offices and other Buildings, passenger was \$10,768.71. \$10,586.16 of this was for repairs to Union Station, Baggage Building and other passenger buildings. The amount charged to freight through the city traffic was \$3,334.95. Of this there was \$2,109.89, repairs to freight buildings, not including the Nashville Freight Depots. There was incurred in repairing buildings used for both classes of service, and other items not directly chargeable to any particular building \$1,308.51, which was divided between passenger and freight on the hours of service basis each month, and the amounts so ascertained added to the amounts directly allocated. There was also an item of \$24.40 for maintaining buildings used for city freight traffic, such as yard offices, etc., in West, East and South Nashville and the Clay Street District where no through traffic is handled, and in preparing this Exhibit, this amount was therefore allocated to city traffic.

Under Maintenance of Equipment the amount shown for Passenger Car Repairs covers the cost of inspecting and repairing passenger cars; the amount shown for Freight Car Repairs covers the cost of repairing and inspecting freight cars, but in either case, no repairs are included except those made necessary by accident or improper handling for which Terminal employes are responsible. Separate forces are maintained to look after freight and passenger cars.

The item of \$17,342.01 charged to through traffic covers wages and supplies of Car Inspectors looking after both through and city cars, but no portion of this expense was charged in this statement to City Traffic, although 46.925% of it could properly be so charged, amounting to over \$8,000.00.

The \$14,618.39, represents the cost of repairs to cars damaged by yard engines.

Under Transportation Expenses—Station Employes, the amount shown in passenger column, \$12,387.47 covers wages of employes in and about the passenger station and baggage building whose work had to do exclusively with passenger service.

The amount shown for "City Freight Traffic" under this same heading, \$7,592.28, represents the wages of Station Agents and Clerks at West, South and East Nashville, where no through traffic is handled, and where the amount of Less Carload Traffic handled is negligible. A small portion of this item could properly be deducted on account of handling less carload traffic; but we have already omitted the wages of the porters and laborers at these stations, and have not included any portion of the \$100,106.75 expenses for Agents, Clerks and labor at the two Nashville freight stations, although the greater part by far of the City Carload Traffic is delivered and forwarded through the medium of these agencies.

Weighing and Car Service Associations. This is the name of the account, but the amount shown does not include anything for weighing bureau service. The total expenses of the Car Service Bureau, which were vouchered for by me. for the six months, were \$3,914.87. This Bureau handled during that period 214,500 cars, 57,798, or 26.57% of which were Nashville cars handled by these railroads. We therefore charged 26.57% of the total expenses, or \$1,040.18 to City Traffic.

Station Supplies and Expenses. The amount charged to passenger represents the cost of supplies and expenses in and around the passenger station, such as electric light, water, ice, janitor's supplies, etc. It would be impracticable to enumerate all of the items, but those I have just named make up two-thirds of the total. The portion charged to City Traffic covers similar expenses, at East, West and South Nashville Agencies, where no through traffic, and only a very small amount of Less Carload Traffic is handled, as explained, in connection with Station Employes.

Yardmasters and their Clerks. This represents the wages of Yardmasters and their Clerks and assistants, but not yard switching crews. Separate forces look after the passenger traffic. The Yardmasters and their Clerks look after freight traffic exclusively.

The amounts charged to Clearing Wrecks, Loss and Damage Freight, Loss and Damage Baggage, Damage to Property, Damage to Live Stock on Right of Way,

Injuries to Persons and Injuries to Employes, were ascertained from records of vouchers made, or distribution of pay rolls in the same manner that the other items were ascertained, the proper accounts being charged with each item of expense at the time it was incurred, in accordance with the regulations of the Interstate Commerce Commission. The amounts shown do not include any payments resulting from the operation of road trains, except where they are shown in the column headed Through Traffic.

5. On which of these items were the expenses allocated or adjusted?

Ans. I do not understand exactly what is meant by this question. My answer to No. 3 shows the items on which the expenses were directly allocated to freight and passenger traffic. The remaining items were pro-rated between the freight and passenger on basis of number of hours yard crews were engaged in each class of service. This apportionment was made at the close of each month on the hours of service for that month, and the amounts shown in Exhibit No. 8 are the totals for the six months, just as the accounts stand on the books and records in my office.

6. How was the allocation or adjustment arrived at on each item?

Ans. My answer to No. 4 shows how the allocated amounts were arrived at. If the word "adjusted" as used in this question means apportioned, each of the accounts not covered by my answer No. 3 was apportioned between passenger and freight at the close of each month, on basis of hours of service for that month, and the totals included in Exhibit No. 8 are the totals of these accounts after the apportionment was made, just as these items now appear in our records.

7. Please state separately all of the items of cost taken into consideration by you, which you allocated to passenger traffic and to through and city freight traffic, giving the particular items of cost allocated to through and city freight and to passenger respectively?

Ans. My answers to Nos. 3 and 4 show the items allocated to passenger traffic, and to freight traffic, and some of the items allocated to through and city freight traffic. Those not specifically mentioned in the answers referred to, were:

Injuries to Persons, \$108.49. This is under Maintenance of Way and Structures, and covers amounts paid in settlement of injuries to section laborers working on tracks used exclusively for handling City Traffic, in other

words, city freight tracks outside of the main tracks and passenger tracks.

Dispatching Trains \$3,383.90. This is wages of telegraph operators and others engaged in giving orders for the movement of trains and yard engines over main tracks, between the trainyard and the limits of the Terminals. A portion of this would properly be chargeable to handling City traffic, but we have included all of it under the head of through traffic.

The item of \$7,592.28, Station Employes, City Freight Traffic, I have already explained. The item of \$2,454.49 opposite this, was for labor transferring contents of damaged cars. This was all chargeable to through traffic.

Yardmasters and their clerks, as explained, covers the wages of those employes, all of whom are engaged in handling freight traffic. The \$5,225.00 allocated to City Traffic covers the wages of Yardmasters and their clerks in the East, South and West Nashville and Clay Street Districts, who perform no service in connection with through traffic. The remainder \$32,096.15, covers wages of such employes in main train yards.

Train Supplies and Expenses, which I omitted to explain in my answer No. 3, is divided on actual cost of each class of service. The passenger item of \$2,100.85 is made up of \$1,472.00 wages of passenger car oilers, \$588.80 wages of passenger train supply clerks, and the balance, the proportion of the cost of supervision of the Car Inspectors and Oilers.

The freight item of \$6,188.00, charged to through traffic is made up of the wages of car oilers \$5,888.00, and \$300.00 wages of supply clerks. The \$462.43 charged to through and city freight traffic is made up of \$372.75 wages of car clerks keeping records of cars damaged in switching, \$50.19 labor gathering up and repairing grain doors, and some miscellaneous small items of that sort.

The only part of the account "Stationery and Printing" which was allocated was the item of \$164.64 charged to through freight traffic. This covers the cost of stationery for making special reports of through cars to the different roads. All other stationery is lumped, and divided between passenger and freight on hours of service basis.

Operating Joint Tracks and Facilities. The debit item of \$28.64 covers the amount paid the Tennessee Central for use of joint tracks, and the credit item, amounts collected from that line for use of joint track.

Addendum: There is an item of \$7.10 shown under

Maintenance of Joint Tracks and Facilities on page 1, which should not appear in that account. This was for maintaining a passenger platform at Wedgewood Avenue, and should be included in Maintaining Stations, Offices and other Buildings.

No. 8. Is every item of cost capable of being allocated to either passenger or freight, through or city?

Ans. No.

9. How was the actual cost ascertained in each instance on each item allocated to passenger traffic, and on through freight traffic and on city freight traffic?

Ans. I have already explained how the allocations and apportionments were made. To make a detailed explanation of every item of expense and show how it was apportioned or allocated would entail a great deal of expense. The distribution of the labor expense is made from records kept by foremen and clerks, showing the amount of time put in by the various employes in the different classes of service, and the amount of their pay is distributed, as are all other expenses, in accordance with the requirements of the Interstate Commerce Commission.

Similarly, all material, whether bought outright, or furnished by either of the railroads, is paid for by vouchers, so as to get all of the expenses into one account, and the amounts of the vouchers distributed according to the use made of the material, and in the manner prescribed by the Commission.

10. On the type-written sheet showing "Percentage for Distribution of Expenses between City and Through Freight Traffic," you show through cars, loaded, handled inbound, 103,307 and through cars, loaded, outbound, 103,337. Where do you get the 30 additional cars you handle outbound over and above the number handled inbound?

Ans. In counting the cars, we began with the cars arriving after midnight of July 31 and this did not include cars that arrived for some hours previous to that time and were not forwarded until after that time. however, this discrepancy is not great enough to affect in any way the calculation of the cost for switching either through or city cars.

11. Is it not a fact that city business and through business, both, are handled to and from Nashville in the same train?

Ans. Yes.

12. In breaking up a train, is it not necessary to make from one to five or six, and sometimes more, switch

movements before the train is broken up and the through cars in the train placed on their proper tracks, respectively?

Ans. Yes, but a great many of the through cars do not have to be moved at all from the track on which they arrive.

13. Is it not necessary to make as many switches on through business in making up a train as it is in breaking up a train?

Ans. No. Many of the through cars leave from the same track on which they arrive, and are not handled at all by the break-up, or make-up engines, and were it not for the necessity of switching out the city cars from between the through cars, there would be even more through cars that would not have to be handled at all by the break-up and make-up engines. The through cars that are handled by the break-up engines are placed with one movement on the track from which they depart and the cars originating in the city are switched on to the tracks on which through cars have been assembled until there is sufficient tonnage to make a train.

14. Please explain how it is possible to handle city and through business in the same train, both in- and out-bound, and make only one switch of the through cars, that switch being made on arrival only?

Ans. My answer to your last question explains that.

15. How is it possible to make up a train which will include Nashville proper business and through business as well without switching the through cars in making up said train?

Ans. Answer to question 13 explains that.

16. If it is necessary to switch through cars on arrival only, why do you show in the "distribution of time of all yard crews handling freight traffic," on the type-written sheet, "Crews breaking up and making up freight trains"?

Ans. Simply because the same crews that break up trains make up trains also, performing both operations in the same movement.

17. Of the total city cars, loaded, handled inbound and the total city cars, loaded, handled outbound, how many of each were package cars containing less than carload shipments of merchandise, loaded or unloaded at the freight depot of the L. & N. R. R. Co.?

A. 26,954 cars.

18. How many of each were package cars containing less carload shipments of merchandise, unloaded or loaded at the freight station of the N. C. & St. L. Ry.?

Ans. 18,346 cars.

19. How many of each were package cars containing less carload shipments of merchandise, unloaded or loaded, at the freight station at Cummins Station?

Ans. 3,719 cars.

20. How much time was consumed by the yard crews handling these less carload shipments of merchandise freight to and from the warehouses of the L. & N. R. R., N. C. & St. L. Ry., and Cummins' Station?

Ans. We can not make any distinction between loads containing less than carload shipments and loads containing full carloads and can not tell how much of the time of the yard crews was engaged in handling less carload shipments of merchandise freight.

21. What was the total expense of handling the cars to and from the freight warehouses of the L. & N. R. R., N. C. & St. L. Ry. and Cummins' Station?

Ans. We cannot separate this expense from the expense of handling other city cars. Our method of keeping records would not enable us to make this separation, and it could not be made without considerable labor and expense.

22. Do you have separate crews and are separate engines assigned for the handling of passenger traffic, exclusively?

Ans. We have separate crews and engines assigned exclusively for handling passenger traffic, but it is necessary to have crews and engines not assigned exclusively to that service to assist temporarily in that work from time to time.

23. Were the same crews and engines, assigned to passenger service, used exclusively in the passenger service continuously for the 6 months ending January 31, 1914?

Ans. Crews and engines were assigned daily exclusively to the handling of passenger traffic but the same engines and same men were not used every day.

24. If not, did you keep a separate account of fuel, water, lubricants and other supplies for such engines during the period they were engaged exclusively in the handling of passenger business within the terminal limits?

Ans. No. The fuel, water, lubricants and other supplies for all yard engines were prorated according to the number of hours the yard crews were engaged in each class of service.

25. Did you also keep a separate account of the repairs, renewals and depreciation of these engines during

the time they were engaged exclusively in the handling of passenger business?

Ans. No. The repairs and depreciation were pro-rated in the same manner just explained, but there was nothing charged to renewals.

26. Did you keep a separate account of the time of the crews while engaged exclusively in the passenger service?

Ans. Yes.

27. Do you have separate crews and are engines assigned for the handling of carload city freight business exclusively?

Ans. We have separate crews and engines assigned for the handling of city freight exclusively, whether carload or package cars.

28. Were the same cars and engines assigned to city freight service used exclusively in such service continuously for the six months ending January 31, 1914?

A. A certain number of crews and engines were assigned for city freight service exclusively, but the same men and the same engines were not used every day.

29. If not, did you keep a separate account of fuel, water, lubricants, and other supplies for such engines during the period they were engaged exclusively in the handling of the city freight business within the terminal limits?

Ans. No. These expenses were pro-rated as previously explained.

30. Did you also keep a separate account of the repairs, renewals and depreciations of these engines during the time they were engaged exclusively in the handling of the city freight business?

Ans. My last answer covers that. No renewals were charged.

31. Do you keep a switch list, showing the number of switches made on each car, whether a city or through car?

Ans. No. We do not keep a switch list showing the number of switches made on each car, but we keep records showing the movements made by each car from one location to another, or from one yard to another. We keep no record of the number of switches made on each car handled by the break-up and make-up engines in the train yards or by the engines classifying city business in the different assembling yards.

32. Please give the cost of fuel per yard locomotives at Nashville, New Orleans and Memphis?

Ans. The total cost of fuel, shown on my Exhibit No. 8, is \$49,188.62. This includes the invoice cost of the coal, the freight charges and cost of labor of putting the coal on the engines. During the period covered by this Exhibit, we worked 8,385 engine days. Dividing this into the total cost of fuel shown on the Exhibit, gives \$5.86, which is the cost per yard engine per working day of 12 hours at Nashville. I know nothing of the cost at New Orleans and Memphis.

33. Is it not a fact that the volume of business to and from Nashville is, generally speaking, uniform; that is, you do not have rush seasons, when the volume of business is especially heavy, and then light seasons with a small volume of business?

Ans. No. The volume of both through and city business fluctuates. In my opinion, however, the six months period that I used fairly represents the average cost of handling the city business.

34. How many cars were weighed at Nashville during the period covered by your Exhibit No. 8?

Ans. 9,449 Nashville cars
1,057 through cars

10,506 Total.

35. What per cent of the through cars handled inbound and outbound shown on Exhibit No. 8 were weighed at Nashville?

A. 1.2%.

36. How many switching movements were necessary to take each through car out of the train, weigh it and put it back into the train to be forwarded?

Ans. An average of two movements per car weighed covers the entire operation.

37. How many cars were bad ordered and sent to the shops for repairs during the period covered by your Exhibit No. 8?

Ans. 1,975 City loads
7,105 through loads

9,080 Total.

38. What per cent of the through cars handled inbound and outbound shown on your Exhibit 8 were bad ordered and shipped at Nashville?

Ans. 6.87% through loads shipped.

39. How many switch movements are necessary to take a through car out of a train, carry it to the shops, repair it and put it back into the train?

Ans. An average of two movements.

40. Please give a list of the employes in your office, showing the duties of each?

Ans. E. G. Payne, Chief Clerk; A. T. Hamilton, Assistant Chief Clerk; F. H. Crotzer, Time-keeper; W. H. Gwinn, Car Distributor; T. J. Johnson, Clerk; Miss M. L. Edge, Stenographer, Geo. Goodfrey, Messenger; J. B. Armstrong, Law Agent.

41. Please furnish a list of all employes of the so-called Nashville Terminals, showing whether each employee is a joint or individual employee of the L. & N. R., or the N. C. & St. L. R'y, giving the duties of each?

Ans. In answer to question No. 80, I will file copies of the payrolls for the month of January, 1914, which will show all employes of the Nashville Terminals and the duties of each employe. The employes shown on these rolls are not the direct employes of either the Louisville & Nashville Railroad or the Nashville, Chattanooga & St. Louis Railway. Each of these roads has a number of direct employes in their service at Nashville and these employes are under my jurisdiction, but they are not employes of the Nashville Terminals and their salaries do not enter into the accounts of the Nashville Terminals, except where they perform some service for the Nashville Terminals, in which case the amount chargeable to the Nashville Terminals is billed against the Terminals by the road whose employes perform the service. The necessity for each road having direct employes of its own arises from the fact that each road operates its own freight depot and certain other facilities in the limits of the Nashville Terminals, but not operated for joint use except in special instances, and the arrangement under which I have jurisdiction over these direct employes is one of convenience and economy, the effect of which arrangement makes me not only Superintendent of the Nashville Terminals, but the individual Superintendent of each of the two roads.

42. Were all the figures shown on your exhibit No. 8 made in your office, and under your direction?

Ans. Yes.

43. Were any of these figures made by you personally?

Ans. No, but the work was done under my supervision.

44. Do you know, personally, whether the statement is accurate, or that the methods used in dividing the ex-

pense between passenger and freight, and between through and city freight are correct and accurate?

Ans. I know that the methods used for dividing the expense between through and city freight are correct, but I did not personally make any of the figures. This work was done under the supervision of J. L. Hopkins, who has had 17 years experience in railroad office and accounting work for the L. & N. R. R., N. C. & St. L. Ry. and Nashville Terminals, 8 years of which was in my office, and to the best of my knowledge, information and belief the figures are correct.

45. Of the locomotives operated in the so-called Nashville Terminals, how many are owned by the L. & N. R. R., and how many are owned by the N. C. & St. L. R'y?

Ans. There were 16 to 17 engines owned by the N. C. & St. L. R'y and 21 to 22 by the L. & N. R. R.

46. On page 2 of your Exhibit you show "Weighing and Car Service Association, \$1,040.18" charged to city traffic only. Is it not a fact that through cars are weighed at Nashville and that through package freight is inspected at Nashville by the Southern Weighing & Inspection Bureau?

Ans. This item includes only that part of the expense of the Demurrage Bureau chargeable to the handling of city traffic and does not include any part of the expense of the Southern Weighing & Inspection Bureau, although the expense of that Bureau for the weighing and inspection of city business during this period amounted to \$771.00. It is a fact that through cars are weighed at Nashville and that through package freight is inspected at Nashville by the Southern Weighing & Inspection Bureau, but the expenses of the Bureau were not included in Exhibit No. 8.

47. If, so, why is it proper to charge this entire amount to city traffic?

Ans. It is proper to charge this entire amount to the city traffic because this item includes only that part of the expense of the Car Service Bureau chargeable to city traffic.

48. On page 2 of this Exhibit you add "5% of transportation expenses not allocated." Please state in detail what general expenses are not covered by this statement?

Ans. The general expenses not covered are: Salaries and expenses of general officers; salaries and expenses of clerks and attendants; general office supplies and expenses; law expenses; insurance; pensions; stationery and printing (for general officers); other expenses as pre-

scribed by the classification of operating expenses promulgated by the Interstate Commerce Commission.

49. File a statement showing the date of purchase of each of the engines furnished the Terminal Company by the N. C. & St. L. Ry. and the L. & N. R. R. Co., and the original cost of each said engine?

Ans. I file statement marked "Complainants' Cross-Exhibit No. 1," showing this information.

50. Let said statement show also the date at which each of the engines respectively were turned over by each of the roads above mentioned to the Terminal Company?

Ans. I have shown this information on Complainants' Cross-Exhibit No. 1.

51. File a statement showing by years, from the date of purchase to January 1, 1914, the amount charged off as depreciation of each of said engines?

Ans. I have shown this information on Complainants' Cross-Exhibit No. 1.

52. What is the tractive power of the engines used in the freight business on the road by the L. & N. R. R. Co., and the N. C. & St. L. R'y?

Ans. The tractive power of engines used in freight business by the L. & N. R. R. ranges from 23,000 pounds to 47,000 pounds; on the N., C. & St. L. Ry. from 17,820 pounds to 44,081 pounds.

53. What is the tractive power of the engines used in switching or yard service by the so-called Nashville Terminals at Nashville?

Ans. I have shown this on Complainants' Cross-Exhibit No. 1.

54. Give the weights of the engines used by your company in making the switching movements referred to in your Exhibit No. 8?

Ans. I have shown this on Complainants' Cross Exhibit No. 1.

55. What is the average weight of rails used in the terminal yards?

Ans. 69.4 pounds.

56. What is the average life of these rails in the terminal yards?

Ans. Average life in main tracks, 10 years. Average life in West Nashville Branch and side tracks, 22 years. Average life, all rail, 19.9 years.

57. Is it not a fact that a majority of the rails used in the terminal yards are old rails that came off the main and branch lines, which were replaced by heavier rails on the main line and branch lines?

Ans. We use new rails in the main tracks and the

through tracks in the passenger station and use old rails in the side tracks. It is a fact that a majority of the rail is old rail.

58. In charging the costs of the rails used in the terminal yards under the heading of "Maintenance of Way and Structures," did you charge the rails to any one year, or have you distributed the cost over a period of years, and if so, over what period, and on what basis was same distributed?

Ans. We did not charge the cost of the rails used in any one year, nor did we distribute the cost over a period of years. The cost of the rail was taken into account when put into the track and credit allowed for the value of the rail released. We renew a certain amount of rail each year.

59. Please give the same information in regard to "Roadway and Track," "Other track Material," "Bridges, Trestles and Culverts," "Over and Under-Grade Crossings," "Grade Crossings, Cattle Guards, etc.," "Right of Way fences," Signal and Interlocking Plants," "Water Stations," "Fuel Stations," "Shop Engine Houses," "Station Offices and other Buildings," "Road-way Tools and Supplies."

Ans. These expenses were charged in the month in which the work was done.

60. Please give the same information in regard to items under the heading of "Maintenance of Equipment," "Steam Locomotive Repairs," "Steam Locomotive Depreciation," "Freight Train Car Repairs."

Ans. The items of expense under Maintenance of Equipment were the actual charges made under these headings during the six months covered by the Exhibit. The total charges to Steam Locomotive Repairs for the 6 months covered by the Exhibit was \$23,392.24. For the previous six months the same expense amounted to \$38,574.28. If we had divided the actual expense for the 12 months by two, this expense for the period of this Exhibit would have been \$7,691.02 more than is shown.

61. Is it not a fact that most of the engines now used by the Terminal Company's service, furnished by the L. & N. R. R. Co. and the N. C. & St. L. Ry., were old freight engines that were unfit for further use as road engines?

Ans. No it is not. The engines now used in the terminals are in first class condition and capable of giving good service for a good many years. Nine of them were originally built for switching service; the rest were

formerly used in road service, being replaced by heavier road engines and converted into switch engines.

62. Is it not a fact that with up-to-date terminal engines with greater tractive power than the present engines used by you, you would be enabled to handle in both your long and short movements many more cars and thus reduce the cost per car of handling cars?

Ans. The tractive power of the yard engines in use is sufficient for the length of tracks and the number of cars that can be accumulated for handling in any one movement. We have sufficient heavy power where heavy power is needed and the light power is used where it will answer the purpose as well as heavy power. If we should hold city or through cars in train yards or classification tracks long enough to accumulate a greater number of cars for any one destination than can be handled by the engines in use, the congestion in the yard would be increased and the business would be seriously delayed. In order to give good service in the handling of city business, it is necessary to make frequent movements with a few cars between the train yard and outlying districts. In my judgment the use of a heavier power in these yards would be a waste of money and tend to increase the cost.

63. Is it not a fact that the weight of the engines used on through traffic and the speed at which they run into the terminals causes more damage to the tracks and creates greater expense on account of repairs and the depreciation of the tracks, than do the lighter engines used in doing the switching in your terminal yards?

Ans. The speed of the engines on through traffic within the terminals is no greater than that of the engines used in handling the city business; therefore the engines handling through traffic do not create any materially greater amount of damage to the tracks than the lighter engines. The depreciation of the tracks is due more to the elements than the volume of business—in fact, no charges for the depreciation of way and structures were included in this Exhibit; furthermore, the engines handling through traffic use only a small portion of the tracks constituting the terminals.

64. Is it or not a fact that the L. & N. R. R. Co. and the N. C. & St. L. Ry. maintain a fund for permanent improvements and betterments, which is taken out of earnings, and do they not require such a fund to be maintained by the so-called Nashville Terminals?

Ans. I do not know whether the L. & N. R. R. Co., or the N. C. & St. L. Ry. maintain such a fund for them-

selves, but I do know that no such fund is maintained by the Nashville Terminals as we have no revenue from which to maintain such a fund.

65. File a statement for the fiscal years 1912 and 1913 (ending June 30) showing what revenue the Terminal Company receives from the storage of baggage?

Ans. I file statement marked "Complainants' Cross-Exhibit No. 2, showing this information.

66. File a statement covering the same period showing the revenue derived from the rental of space to Express Companies and from all other sources, such as dining rooms, lunch counters, telephones, slot machines and all other sources?

Ans. I file statement marked Complainants' Cross-Exhibit No. 3, showing this information.

67. Are there any properties owned by the L. & N. R. R. Co., N. C. & St. L. Ry., or Louisville & Nashville Terminal Company within the Nashville Terminal limits consisting of warehouses or stores, which are rented to merchants or manufacturers occupying same?

Ans. Yes.

68. What does the rental of said property amount to per annum?

Ans. \$6,090.90.

69. What proportion is credited to the L. & N. R. R.?

Ans. \$5,500.00.

70. What proportion is credited to the N. C. & St. L. Ry.?

Ans. \$590.90.

71. What proportion is credited to the L. & N. Terminal Company?

Ans. None.

Q. 72. Is there any other property leased or rented as brick, lumber or storage yards?

Ans. Yes.

73. What does the annual rental amount to, and how is it divided between the L. & N. R. R., N. C. & St. L. Ry. and Louisville & Nashville Terminal Company?

Ans. \$5,595.48. The annual rental of property belonging to the L. & N. R. R. Co., is \$2,490.00; the annual rental of property belonging to the N. C. & St. L. Ry., is \$1,116.48; the annual rental of property belonging to the Louisville & Nashville Terminal Company is \$1,989.00; the latter is divided between the L. & N. R. R. and the N. C. & St. L. Ry. on basis of number of cars handled for each road between Gay street and South Spruce street. The L. & N. Terminal Company does not participate in this revenue.

74. What is the annual revenue derived by the so-called Nashville Terminals from switching city cars, and how is same divided between the L. & N. R. R., N. C. & St. L. Railway and the L. & N. Terminal Company?

Ans. The revenue derived from switching city cars for twelve months ending June 30, 1913, was \$39,114.89, which includes revenue for switching cars to and from the Tennessee Central, and was divided between the L. & N. R. R. and N. C. & St. L. Ry. on basis of the number of city cars handled for each road during the month in which the revenue was earned. The L. & N. Terminal Company does not participate in this revenue.

75. What is the annual revenue derived by the so-called Nashville Terminal from demurrage charges assessed against city cars and how is the same divided between the L. & N. R. R. Co., N. C. & St. L. Ry. Co., and the L. & N. Terminal Company.

Ans. The Nashville Terminals derive no revenue from demurrage charges. Those charges are collected by and taken into account by the road for whose account the business is handled.

76. What is the total revenue derived annually from all sources from the property and freight and passenger operations of the so-called Nashville Terminals, and how is same divided between the L. & N. R. R. Co., the N. C. & St. L. Ry. Co. and the L. & N. Terminal Company?

Ans. I file statement marked Complainants' Cross-Exhibit No. 4, showing this information.

77. State whether you have applied the revenue so derived toward reducing the costs of the operations of the Terminal Company on all traffic handled by it, and if not, why not?

Ans. Certainly not. The cost of the service is not reduced in any respect whatever by the fact that the L. & N. R. R., N. C. & St. L. Ry., or L. & N. Terminal Company happens to own property from which it realizes rental or other revenues, as such revenues have no connection whatever with the cost of switching service.

78. Is it not a fact that you are required each month to make a monthly statement, commonly called a comparative statement to the N. C. & St. L. Ry. and the L. & N. R. R. Co., and does not this statement show the actual cost for switching all cars to and from industries, warehouses or private sidings on the line of the Terminal Company and on the individual sidings and tracks of the L. & N. R. R. Co. and the N. C. & St. L. Ry.?

Ans. We do not make that sort of a statement. We do report monthly operating expenses as per Interstate

Commerce Commission classification, and also report the revenue derived from the various sources.

79. And does not this comparative statement show the actual amount of money collected for this said switching charge?

Ans. The reports made show the actual amount of money collected from switching charges.

80. Please file copies of your payrolls for all employes engaged in the terminal service at Nashville, Tenn., for each month, for the year ending January 31, 1914.

Ans. By advice of counsel, I have not undertaken to make copies of all the payrolls for all employes in the terminal service at Nashville for each month for the year ending January 31, 1914, for the reason that said payrolls are 637 in number and an enormous amount of clerical labor and expense would be incurred in making the copies. In lieu thereof, I file as Complainants' Cross-Exhibit No. 5, copies of the January, 1914 payrolls, 48 in number, and, in addition, a statement showing the totals of all the payrolls in each month from February to December, 1913 inclusive, 589 in number. If the Commission desires that copies of the other 589 payrolls be furnished, I will make and forward the same with the least possible delay, but protest that the work would be extremely burdensome and expensive and merely result in adding to the record an enormous amount of unnecessary detail.

81. Please file statement of the actual amount of money received by the Terminal Company for switching competitive freight and for switching non-competitive freight received from and delivered to the Tennessee Central Railroad, including the revenue received from switching live-stock off of the Tennessee Central Railroad during the period covered by your Exhibit No. 8, and show how same was divided between the L. & N. R. R. Co., the N. C. & St. L. Ry. and the L. & N. Terminal Company?

Ans. The actual amount of money received by the Nashville Terminals for switching freight received from and delivered to the Tennessee Central Railroad, including live-stock off the Tennessee Central Railroad, during the period covered by Exhibit No. 8, was \$4,220.68, and same was divided between the L. & N. R. R. Co. and the N. C. & St. L. Ry. upon basis of the total number of City cars handled for each road. The L. & N. Terminal Company did not participate in this revenue. The

amount does not include any revenue on competitive freight, for no competitive freight was switched.

82. Have you in any item under the headings of "Maintenance of Way and Structures," "Maintenance of Equipment," on page 1 of your Exhibit No. 8, and on page 2, under the heading of "Transportation Expenses" and "General Expenses" charged the items of city, State and County taxes; if so, under what item have you included these taxes, and what amount of taxes have you charged up against each or any of said accounts?

Ans. No, the Exhibit does not include anything other than strictly operating expenses as prescribed by the Interstate Commerce Commission Classification. Taxes, interest, overhead charges, or additions and betterments are not included in the cost of \$4.13 per car and are not permitted to be charged to operating expenses by the Interstate Commerce Commission, and if charges for these various accounts should be included, the cost per car for switching would have been considerably more than \$4.13.

83. If you have taken the matter of taxes into consideration in any of the items referred to under the headings of "Maintenance of Way and Structures," "Maintenance of Equipment," "Transportation Expenses" or "General Expenses," did you take into consideration the items of personal property assessed against the L. & N. Terminal Company by the City of Nashville?

Ans. Answered by my last answer above.

84. Is it not a fact that the L. & N. Terminal Company has not paid any city taxes on its personal property used exclusively within the limits of the terminal yards at Nashville since 1908?

Ans. I have nothing to do with the payment of taxes. I, therefore, know nothing about the matter referred to in the question.

85. Is it not a fact that in 1911, the L. & N. Terminal Company was successful in having the assessment of its personal property eliminated from the books of the City Tax Assessor and the books of the City Comptroller or City Tax Collector?

A. I know nothing about the matter referred to in the question.

86. Please file an itemized statement showing the number of freight cars of through traffic switched by your company for the L. & N. R. R. Co. and the N. C. & St. L. Railway, respectively, letting this statement show by months the number of cars so switched for each of

said companies for the period covered by your Exhibit No. 8.

Ans. I do not understand what is meant by "itemized statement" showing the number of freight cars of through traffic switched by the Terminal Company for the N. C. & St. L. and the L. & N. respectively, but I file statement marked Complainants' Cross-Exhibit No. 6, herewith, showing how many of the 206,644 cars shown on my Exhibit No. 8 were handled for each company.

87. On page 1 of your Exhibit under Maintenance of Way and Structures, you have the item of "Telegraph and Telephone Lines" which item you allocated to passenger \$51.60, and to freight \$787.31. Please give the items constituting the \$51.60 and the items constituting the \$787.31, and give your reasons fully and in detail why you allocated \$51.60 to passenger traffic, and \$787.31 to through and city freight traffic?

Ans. This item was not allocated to passenger and freight, but was prorated each month on basis of hours of yard crews engaged in each class of service. \$726.04 of this item was for wages of electrician working on our private telephone lines, \$60.00 labor recharging telegraph batteries, and the remainder was for material repairing private telephone and telegraph circuits.

88. On page 2 of said Exhibit, you have a similar item, in which you charge \$196.52 to passenger traffic and \$3,000.00 to through and city freight traffic. Please give the items constituting the \$196.52 and the items constituting the \$3,000.00 and give your reasons fully and in detail why you allocated \$196.52 to passenger traffic and \$3,000.00 to through and city freight traffic?

Ans. This item was not allocated to passenger and freight but was prorated as were the others, each month. The total \$3,196.61 includes \$1,650.00 wages of operators not engaged in dispatching trains; \$1,196.30 rental of telephones; \$13.50 repairs of electric self-regulating clocks; \$91.25 wages of porter serving telegraph offices; \$245.56 ice and other supplies to operators.

89. Do you operate separate sets of telephones in the conduct of the freight and passenger business? If you do not, why is it you charge the items of \$51.60 and \$196.52 to passenger traffic under the account "Maintenance of Way and Structures" and charge the item of \$787.31 and \$3,000.00 for telephone services to through and city freight traffic?

Ans. We have very few telephones which are exclusively used in either class of service, strictly speaking, none of them are; therefore, we prorate these ex-

penses each month on the basis of hours of yard crews engaged in each class of service.

90. Do you own your own telephones, or do you secure this service from the Cumberland Telephone & Telegraph Company?

Ans. We rent all our phones from the Cumberland Telephone & Telegraph Company except a few private phones used between yard offices and block stations, which are owned by the two railroad companies.

91. On page 1 of your Exhibit, you have the item of "Superintendence" charged, passenger traffic \$228.60 and through and city freight traffic \$3,483.98. Please state how you arrive at the item of \$228.60, charged to passenger traffic, and the item of \$3,483.98 charged to through and city freight traffic?

Ans. The total charges to passenger and freight in this item were \$3,712.58, made up as follows:

Salary Supervisor of Bridges and Buildings..	\$ 660.00
Salary Roadmaster and Clerk.....	1,350.00
One-third Salary Supt. and clerks.....	1,588.88
Office and residence telephones of these officers..	45.25
Other office supplies and expenses.....	68.45

None of this was allocated directly to passenger and freight. The amount each month was divided on the hours of service basis for that month as already explained.

92. What is the present actual cash value, in your opinion, of each of the locomotives, now in the terminal service at Nashville, Tenn.?

Ans. I do not know the present actual cash value of these locomotives and do not know of any way in which the present actual cash value of the locomotives can be ascertained, but I have obtained and file herewith a statement of the estimated present value as furnished by the officers of the road named. This statement is marked Complainants' Cross-Exhibit No. 7.

93. Are the hours referred to in your Exhibit No. 8 "crew" hours?

Ans. They are "man hours" put in by each foreman and switchman.

94. How many crews are used in each day of 24 hours in switching passenger traffic and through and city freight traffic?

Ans. It varies from day to day according to the volume of traffic; we work from 22 to 32 crews days and from 11 to 25 crews nights, or a total of 33 to 57 each twenty-four hours.

95. How many crews are used in each day of twenty-four hours in switching city cars exclusively?

Ans. From 19 to 43. The difference between the minimum and maximum number of engines used daily in the handling of city business is accounted for by the fact that on Sundays and Sunday nights we use very few engines in the handling of city business.

96. How many crews are used in each day of twenty-four hours in switching through cars exclusively?

Ans. We assign from ten to twelve crews daily to make up and break up trains. These crews handle both through and city cars.

97. How many crews are used in each day of twenty-four hours in switching passenger traffic exclusively?

Ans. Two.

98. How many men constitute a switching crew and what are the duties of each?

Ans. A foreman and two or more switchmen constitute a switching crew. We do not use less than two switchmen with any crew, and we use as many as ten and sometimes twelve switchmen on the crews engaged in breaking up and making up trains. It is the duty of the foreman to keep record of cars handled and supervise the work of switchmen and perform the work assigned him by the General Yardmaster and Yard Master. It is the duty of the switchmen to set and release brakes, couple and uncouple cars and air hose and throw switches.

99. Is it not a fact that the figures shown in your Exhibit No. 8 were compiled by clerks specially employed for the purpose, working under the supervision of Mr. Geo. W. Lamb, Second Assistant Comptroller of the Louisville & Nashville Railroad Company, and that you personally had nothing to do with the compilation of the Exhibit or the basis used in arriving at the figures shown therein?

Ans. This is not a fact. The basis upon which these figures were gotten up was determined by me. The work was done by clerks assigned especially for that purpose, some of whom were in the service and some of whom were employed especially for that purpose, all of them working under the immediate supervision of Mr. J. L. Hopkins, who has had seventeen years experience in railroad office and accounting work with the L. & N., N. C. & St. L. and Nashville Terminals, eight years of which was in my office.

100. You do not know, personally, do you, from what



**STATEMENT SHOWING DATE OF PURCHASE OF EACH
MINALS BY THE L. & N. R. R. AND THE N., C. & ST.
DATE ASSIGNED TO SERVICE IN NASHVILLE TER.
THE AMOUNT CHARGED AS DEPRECIATION ON E**

(In response to Interrogatorie

STATEMEN

No. of Engine.	Date Acquired.	Original Cost.	Date Assigned to Service in Nashville Terminals, August, 1909.	Traction Power, Pounds.	Weight Pounds.	Prior to July, 19
L. & N.						
334	1890	\$ 5,061.04	Aug. 1909	18,000	214,000	\$ 2,500.00
346	1905	5,565.84	Nov. 1909	18,100	206,000	2,000.00
347	1905	5,572.09	Oct. 1908	18,100	196,000	2,000.00
411	1872	13,648.55	Aug. 1900	18,600	224,000	10,578.73
507	1881	13,687.62	Oct. 1906	24,300	216,000	9,111.55
510	1881	13,683.64	Jan. 1907	24,300	216,000	9,111.55
514	1881	10,220.51	Aug. 1900	22,200	216,000	5,644.44
527	1881	10,216.53	Jan. 1907	23,000	216,000	5,644.44
537	1882	13,957.32	Mar. 1905	23,000	216,000	9,387.50
541	1882	14,992.90	June 1910	23,000	216,000	10,420.81
543	1882	14,985.83	Dec. 1911	22,200	216,000	10,420.81
622	1886	8,085.80	Jan. 1907	24,800	248,000	2,644.79
626	1886	8,092.44	Feb. 1913	24,800	248,000	2,644.79
629	1886	8,092.05	Jan. 1907	24,800	248,000	2,644.79
643	1888	10,346.06	Feb. 1910	24,800	238,000	4,500.00
645	1888	10,347.26	Jan. 1910	24,800	238,000	4,500.00
769	1892	10,317.28	Jan. 1913	28,200	296,000	2,770.83
999	1898	10,242.54	Feb. 1911	36,300	320,000	1,444.89
2012	1889	7,171.16	Aug. 1900	19,100	196,000	2,405.87
2020	1891	8,060.52	Aug. 1900	19,100	196,000	2,985.00
2058	1903	13,047.50	Aug. 1908	27,600	270,000	2,005.83
2067	1904	13,180.35	Oct. 1904	30,600	286,000	1,232.43
TOTAL		\$228,574.83		519,700	5,136,000	\$106,599.03
N. & C.						
4	1882	\$ 12,750.00	Jan. 1910	16,960	159,050	-----
6	1882	12,750.00	Jan. 1900	16,960	159,050	-----
16	1880	8,750.00	Jan. 1910	16,342	159,050	-----
21	1886	7,600.00	Jan. 1910	17,509	170,300	-----
25	1886	7,613.34	Apr. 1911	17,509	170,300	-----
26	1886	7,600.00	Jan. 1911	17,509	170,300	-----
87	1889	8,500.00	Feb. 1910	17,509	170,300	-----
123	1891	8,980.00	Feb. 1910	17,509	170,300	-----
127	1891	8,980.00	Jan. 1913	17,509	170,300	-----
140	1891	8,650.00	Jan. 1900	19,440	157,700	-----
141	1891	8,650.00	Jan. 1900	19,440	157,700	-----
142	1891	8,650.00	Jan. 1900	19,440	157,700	-----
146	1896	8,635.00	June 1905	19,440	157,700	-----
152	1899	9,834.30	Feb. 1911	28,600	243,000	-----
304	1888	9,300.00	Feb. 1908	19,826	168,700	-----
305	1888	9,300.00	Sept. 1913	19,826	168,700	-----
306	1888	9,300.00	Aug. 1907	19,826	168,700	-----
315	1895	8,650.00	Jan. 1900	19,400	156,400	-----
TOTAL		\$164,493.19		340,594	3,035,250	-----
GRAND TOTAL		\$393,068.02		860,294	8,171,250	\$106,599.03

THE ENGINES FURNISHED THE NASHVILLE TER-
 RY, THE ORIGINAL COST OF EACH ENGINE, THE
 ALS, TRACTIVE POWER, WEIGHT, AND BY YEARS
 OF SAID ENGINES.

os. 49, 50, 51, 53 and 54.)

1.

6 AMOUNT CHARGED FOR DEPRECIATION.

to 1907-	907-08	1908-09	1909-10	1910-11	1911-12	1912-13	1913-Jan., 1914
00	200.00	\$ 200.00	\$ 200.80	\$ 201.91	\$ 202.00	\$ 202.44	\$ 101.22
00	220.00	220.00	220.80	221.91	222.14	222.63	111.31
00	220.00	220.00	220.80	221.91	222.22	222.88	111.44
3	543.15	543.15	543.95	545.06	547.12	547.50	273.75
5	544.46	544.46	545.26	546.37	547.12	547.50	273.75
5	544.46	544.46	545.26	546.37	546.61	547.34	273.67
5	405.78	405.78	406.58	407.69	408.04	408.82	204.41
4	405.78	405.78	406.58	407.69	408.00	408.66	204.33
4	555.50	555.50	556.30	557.41	557.80	558.30	279.15
50	596.83	596.83	597.63	598.74	599.22	599.71	299.85
81	596.83	596.83	597.63	598.74	598.74	599.43	299.71
91	321.79	321.79	322.19	322.76	323.11	323.43	161.72
9	321.79	321.79	322.19	322.76	323.08	323.70	161.85
9	321.79	321.79	322.19	322.76	323.00	323.68	161.84
9	412.00	412.00	412.38	412.92	413.29	413.84	206.92
00	412.00	412.00	412.40	412.97	413.14	413.89	206.94
00	410.83	410.83	411.21	411.75	411.99	412.69	206.34
33	407.80	407.80	408.20	408.77	409.39	409.70	204.85
39	284.24	284.24	285.04	286.15	286.30	286.75	143.37
57	319.40	319.40	320.20	321.31	321.75	322.42	161.22
83	520.23	520.23	520.63	521.20	521.34	521.80	260.90
13	525.30	525.30	525.70	526.27	526.62	527.22	263.62
15	899.96	\$ 9,089.96	\$ 9,103.92	\$ 9,123.42	\$ 8,949.14	\$ 8,599.63	\$4,299.81
186.00	\$ 186.00	\$ 186.00	\$ 186.00	\$ 186.00	\$ 186.00	\$ 186.00	\$ 67.50
186.00	186.00	186.00	186.00	186.00	186.00	186.00	93.00
186.00	186.00	186.00	186.00	186.00	186.00	186.00	93.00
225.00	225.00	225.00	225.00	225.00	225.00	225.00	37.50
225.00	225.00	225.00	225.00	225.00	225.00	225.00	112.50
225.00	225.00	225.00	225.00	225.00	225.00	225.00	112.50
240.00	240.00	240.00	240.00	240.00	240.00	240.00	120.00
269.40	269.40	269.40	269.40	269.40	269.40	269.40	134.70
269.40	269.40	269.40	269.40	269.40	269.40	269.40	134.70
259.50	259.50	259.50	259.50	259.50	259.50	259.50	129.75
259.50	259.50	259.50	259.50	259.50	259.50	259.50	129.75
259.50	259.50	259.50	259.50	259.50	259.50	259.50	129.75
259.04	259.04	259.04	259.04	259.04	259.04	259.04	129.52
14.10	214.10	214.10	214.10	214.10	214.10	214.10	207.05
55.00	255.00	255.00	255.00	255.00	255.00	255.00	127.50
55.00	255.00	255.00	255.00	255.00	255.00	255.00	127.50
55.00	255.00	255.00	255.00	255.00	255.00	255.00	127.50
59.50	259.50	259.50	259.50	259.50	259.50	259.50	129.75
87.94	\$ 4,287.94	\$ 4,207.94	\$ 4,287.94	\$ 4,287.94	\$ 4,287.94	\$ 4,287.94	\$2,143.47
77.90	\$13,377.90	\$13,391.86	\$13,411.36	\$13,237.08	\$12,887.57	\$6,443.28	

know personally the accuracy of the information contained in any of the items of said Exhibit, do you?

Ans. These figures were obtained from the accounts kept in my office and from the car records kept in the office of the General Yard Master. As a matter of course, I did not undertake to personally do the work, but from my general knowledge of the accounts and records and to the best of my information, knowledge and belief the figures are correct.

101. Please state who prepared your answers to the questions submitted to you at the hearing of this case, and give the names of the parties who prepared them for you?

Ans. The answer to the question as to what rates were effective in the Terminal Tariffs was furnished by Mr. J. M. Dewberry, Assistant to Third Vice President of the L. & N. R. R. The explanation of the method of obtaining the cost, as shown in my Exhibit No. 8, was prepared by J. L. Hopkins and Mr. Geo. W. Lamb, Second Assistant Comptroller of the L. & N. R. R. under general directions given by me; because at that particular time I was required by our attorneys to be present at the court house at the hearing of this case. All other answers were prepared and dictated by me.

102. Please state whether or not you personally prepared the answers you have made to the above cross-interrogatories; whether you personally know all of the facts contained in your answers, and if your answers were prepared for you by any one, give the names of the different parties who prepared said answers, or who assisted you in their preparation?

Ans. I have personally prepared the answers and am familiar with the facts contained in them and they are correctly stated according to my information, knowledge and belief. I have been assisted in the preparation of the data by Mr. Hopkins, referred to in previous answers, and by my Chief Clerk, Mr. E. G. Payne, and Roadmaster J. D. Haydon.

103. In answering the above cross-interrogatories, are you answering from written memoranda, or are you giving your answers verbally?

Ans. I am answering from written memoranda.

And further this deponent saith not.

W. P. BRUCE.

Subscribed and sworn to before me at Nashville,
Davidson County, Tennessee, this the 20th day of May,
1914.

(Seal.)

JNO. J. NORTON.

Notary Public, Davidson County, Tenn.

I certify that I read the attached interrogatories to the witness W. P. Bruce, who answered same and his answers were written by me following the interrogatories as set out above, and read over to the witness who signed them in my presence as stated above. I further certify that I am not interested in the cause nor of kin or counsel to either of the parties.

Given under my hand and official seal at Nashville,
Davidson County, Tennessee, this the 20th day of May,
1914. My Notarial Commission expires January 3, 1916.

(Seal.)

JNO. J. NORTON.

Notary Public.

COMPLAINANTS' CROSS EXHIBIT No. 2.

STATEMENT No. 2 FILED IN ANSWER TO INTERROGATORY No. 65.

Showing revenue from storage of baggage for the fiscal years, 1912 and 1913.

1911-1912	1912-1913
July .....\$163.65	July .....\$212.15
August 210.70	August 228.75
September 246.40	September 347.45
October 217.80	October 257.50
November 202.85	November 227.90
December 181.55	December 196.55
January 216.40	January 223.85
February 186.30	February 163.40
March 212.65	March 165.95
April 209.35	April 211.80
May 241.75	May 221.50
June 232.25	June 240.65

COMPLAINANTS' CROSS EXHIBIT No. 3.

STATEMENT No. 3 FILED IN ANSWER TO INTERROGATORY No. 66.

	1911-1912	1912-1913
Express Company	\$2,970.44	\$4,115.16
Dining Room	2,900.00	3,250.00
L. & N. and N., C. & St. L. Offices, Union Station	8,690.88	3,690.88
Pullman Company	420.00	420.00
Telephone Company	571.17	597.03
Slot Machines	None	None
Western Union Telegraph Co.....	None	104.19
Total	\$15,552.49	\$17,177.26

NOTE:—No slot machines in use during this period. Revenue from slot machines as follows:

December, 1913	\$63.12
January, 1914	41.55
February, 1914	35.98
March, 1914	38.66

COMPLAINANTS' CROSS EXHIBIT No. 4.

STATEMENT No. 4 IN ANSWER TO QUESTION No. 76.

For fiscal year ending June 30, 1913, the total Revenue was:

Storage of baggage.....	\$2,697.45
Rental space to Express Co., etc.....	17,177.26
Rental of warehouses, etc.	6,090.90
Rental of storage yards	5,595.48
Switching city cars (includes revenue from switching cars to and from the Tennessee Central R. R.).....	39,114.89
Total	\$70,675.98

This revenue is divided as follows:

Rental of space to Express Co., etc., and storage of baggage is divided monthly as it accrues between the L. & N. R. R. and the N. C. & St. L. Ry., on basis of the number of all cars handled for each road between Gay Street and South Spruce Street. Rental of warehouses, etc., is credited to the L. & N. R. R. and N. C. & St. L. Ry. direct, as shown in answer to questions Nos. 69 and 70. Rental of storage yards is divided as shown in answer to question No. 73. Revenue from switching city cars, including revenue from switching cars to and from the Tennessee Central R. R., is divided as shown in answer to question No. 74.

The L. & N. Terminal Company does not participate in any of this revenue.

COMPLAINANTS' CROSS EXHIBIT No. 5.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Superintendent's Office, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Superintendent	31	@	\$325.00	\$325.00	W. P. Bruce
Chief Clerk	31	@	125.00	125.00	E. G. Payne
Asst. Chief Clerk	15½	\$100.00	50.00	50.00	A. T. Hamilton, dis.
do	15½	"	50.00	50.00	A. T. Hamilton, dis.
Timekeeper and Accountant.....	31	@	90.00	90.00	F. H. Crotzer, Jr.
Car Distributor	31	@	85.00	85.00	W. H. Gwin
Stenographer and Clerk	31	@	70.00	70.00	Mattie Lou Edge
Clerk	31	@	50.00	50.00	P. F. Skelly
Law Agent	15½	125.00	62.50	62.50	J. B. Armstrong, dis.
Law Agent	15½	"	62.50	62.50	J. B. Armstrong, dis.
Master of Trains	31	@	165.00	165.00	F. H. Benjamin
Clerk	31	@	65.00	65.00	Ida W. Wright
Messenger	31	@	35.00	35.00	Geo. Goodfred
			\$1,235.00	\$1,235.00	

COPY.

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Union Station, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Station Master	31	@	\$140.00	\$140.00	J. A. Cunningham
Asst. Station Master	31	@	125.00	125.00	Joe A. Brown
Ticket Agent	31	@	150.00	150.00	W. B. Reynolds
Asst. Ticket Agent	31	@	87.50	87.50	J. H. Burkhardt
do	31	@	85.00	85.00	Geo. Reed
do	31	@	75.00	75.00	B. R. Briggs
do	31	@	65.00	65.00	C. H. Biggs
do	31	@	60.00	60.00	E. M. Osborne
do	31	@	60.00	60.00	G. D. Turner
do	31	@	50.00	50.00	J. C. Boyers
Station Baggage Agent	31	@	105.00	105.00	J. M. Grainger
Asst. Station Baggage Agt.	31	@	75.00	75.00	T. L. Hicks
do	27	75.00	65.30	65.30	J. W. Chambers
do	4	"	9.70		
do	27	60.00	52.25	61.95	J. O. Meher, dis.
do	31	@	60.00	60.00	D. R. Hackney
do	4	"	7.75		
do	27	50.00	43.55	51.30	C. C. Hicks
do	4	"	6.45		
do	27	45.00	39.20	45.65	Leonard Hardaway
do	31	@	45.00	45.00	Thomas Wiseman
do	4	45.00	5.80	5.80	Arthur Marcombe, d
Ticket Gateman	31	@	60.00	60.00	N. Manners
do	31	@	55.00	55.00	E. E. Miller
do	22	55.00	39.05	39.05	Frank Phelps
Shed Gateman	9	"	15.95		
do	19	1.50	28.50	44.45	J. R. Terhune
do	30	1.00	30.00	30.00	R. E. Johnson
do	30½	"	30.50	30.50	W. H. Oliphant
do	1½	"	1.50		
do	12	1.50	18.00	19.50	C. A. Palmoal
Station Police	29	55.00	51.54	51.45	H. M. Bills
do	2	"	3.55	3.55	O. H. Kennedy
do	31	"	55.00	55.00	R. E. Watkins
Attie Watchman	31	1.50	46.50	46.50	Will Bronson
			\$1,847.50	\$1,847.50	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Union Station, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	MJS	MTM	Balance Paid.	Names of Employees.
Waitress	29	\$30.00	\$28.05			\$28.05	Mrs. J. E. Totty
do	7	"	6.75			6.75	Maggie McCabe
do	26	"	25.20			25.20	Mollie Barbour
do	31	15.00	15.00			15.00	Mattie Peeler
Janitor	7	60.00	13.55			13.55	J. P. Blancq
do	24	"	46.45			46.45	J. P. Blancq
Sta. Porter	26½	1.25	33.45			33.45	John Crowder
do	31	"	38.75	\$5.35	\$8.80	24.60	Raleigh Morgan
do	27	"	33.75			33.75	Glenn Miller
do	27	"	33.75		1.90	31.85	Walter Shelby

CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL. 335

do	28	"	35.00	19.65	15.35	Tom Harris
do	31	"	38.75	21.30	3.45	14.00 Henry Tinnon
do	25½	"	32.20			32.20 Brown Gilliam
do	4	"	5.00			5.00 Isham Johnson, dis.
do	28	"	35.00	12.45		22.55 Jim Johnson
do	31	"	38.75			38.75 Alf Bond
do	4	"	5.00			5.00 Arthur Hyde, dis.
do	4	"	5.00			5.00 Jim Gooch, dis.
do	29½	"	36.25	13.20		23.65 Clarence Arnold
do	5	"	6.25			6.25 Percy Summers, dis.
do	2	"	2.50			2.50 T. E. Huston, dis.
do	10½	"	13.10			13.10 Jim Hunter, dis.
do	2	"	2.50			2.50 Odell Summers, dis.
do	27	"	33.75			33.75 Tom Robinson
do	20	"	25.00	12.50		12.50 Arthur Hyde
do	20	"	25.00			25.00 Jim Gooch
do	6	"	7.50			7.50 Ed. Ross, dis.
						26.65 M. J. Smith
						71.75 M. T. Mallon

\$621.85

\$621.85

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Union Station, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt.	JTF	MJS	MTM	Balance Paid.	Names of Employees.
Station Porter	3	\$1.25	\$3.75				\$3.75	Lane Talley
do	6	"	7.50				7.50	Clarence Mitchell, d.
do	2½	"	3.10				3.10	James Gunter, dis.
do	2½	"	3.10				3.10	Geo. McLean, dis.
do	3	"	3.75			\$3.75	0.00	Lawson Consett
U. S. Mail Porters	30	"	37.50	11.45			26.05	Frank Fanroy
do	26	"	32.50	9.65			22.85	Mitchell Butler
do	31	"	38.75	38.50			.25	Gentry Campbell
do	21	"	26.25				26.25	Richard Black
do	30	"	37.50	22.95			14.55	Ed. Mask
do	31	"	38.75	5.00			33.75	John Haunch
do	31	"	38.75				38.75	Logan Ransom
do	4	"	5.00	3.10			1.90	Lem Graham, dis.
do	30	"	37.50	13.35			24.15	Will McMassey
do	31	"	38.75	25.00	6.35		7.40	Robert Stephenson
Baggage Truckman	3 }							
do	2 }	"	6.25		6.25		0.00	Thomas Bradley
U. S. Mail Porter	1	"	1.25				1.25	Osey McKinney, dis.
do	6	"	7.50				7.50	Louis Caron, dis.
do	5	"	6.25 }					
do	4	"	5.00 }	7.85			3.40	M. C. Wesser
Baggage Truckman	1	"	1.25 }					
U. S. Mail Porter	11	"	13.75 }				15.00	Douglas Buford
do	17	"	21.25 }				21.25	Frank Hill
Shed Sweeper	31	"	38.75	31.60			7.15	Wilkie Banks
Broad St. Tower Ptr.	31	"	38.75				38.75	Noah Evans
Baggage Truckman	31	"	38.75				38.75	Millard Bond
do	31	"	38.75	38.75			0.00	Will Jones

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do	28	"	35.00		35.00 Chas. Bond
do	31	"	38.75	8.20	30.55 Everette Bond
					215.40 J. T. Flynn
					12.60 M. J. Smith
					3.75 M. T. Mallon

\$643.70

\$643.70

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Union Station, during the month of January, 1914.

January, 1914.

		Stoppages— To Whom Due.					Balance Paid.	Names of Employees.
Nature of Employment	No. Days	Rate Per Day	Per Amt.	JTF	MJS			
Baggage Truckman	31	\$1.25	\$38.75	\$26.00	\$12.75	\$00.00	Robert Sherrell	
do	30	"	37.50	9.55		27.35	Robert Robinson	
do	31	"	38.75			38.75	Herschel Cason	
do	31	"	38.75			38.75	Fred Meadows	
do	29	"	36.25	12.65	15.80	7.80	Will Hawkins	
do	30	"	37.50	21.50		16.00	Date Laine	
do	31	"	38.75			38.75	Geo. Owen	
do	31	"	38.75			38.75	Walter Jackson	
do	28	"	35.00	18.30	16.70	0.00	Joe Buckner	
do	31	"	38.75		6.45	32.30	Ed Harris	
do	31	"	38.75			38.75	Mayhue Wilson	
do	3	"	3.75			3.75	Riley Watkins	
						88.00	J. T. Flynn	
						51.70	M. J. Smith	

\$421.25

\$421.25

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Carpenters and Painters, during the month of January, 1914.

Nature of Employment.		No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Supervisor		31	@	\$110.00	\$110.00	W. G. Stewart
Foreman Carpenters		31	@	82.50	82.50	J. N. Jones
Carpenter		26	\$2.50	65.00	65.00	H. B. Barrack
do		26½	"	66.25	66.25	F. A. Nelson
do		26½	"	66.25	66.25	F. L. Osborn
do		26	"	65.00	65.00	W. D. Mitchell
do		28	"	70.00	70.00	G. M. Olinger
do		28¼	"	70.60	70.60	F. W. Duncan
do		26¾	"	66.85	66.85	W. D. Brown
do		25½	2.40	61.20	61.20	J. A. Brown
do		26½	2.50	66.25	66.25	W. M. Sears
do		27	"	67.50	67.40	R. H. Luther
do		27½	"	68.75	68.75	H. B. McSwiney
do		25¾	2.20	56.65	56.65	J. T. Brown
do	Laborer	21½	2.00	43.00	43.00	H. L. Beck

CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL. 337

Brick Mason	3/10	4.00	1.20	1.20	J. E. Crandall
Watchman Cumb. River B'dge	31	1.25	38.75	38.75	C. E. Etherly
do	31	"	38.75		
Pumper, East Nashville	6	20.00	3.85	42.60	Roy Conger
Foreman, Painters	27	2.75	74.25	74.25	W. M. Kepler
Painter	25	2.40	60.00	60.00	Henry Hudson
do	25 3/4	"	61.80	61.80	S. K. Thompson
Tinner	21 1/2	2.50	53.75	53.75	C. A. Harrison
				\$1,358.15	\$1,358.15

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Watchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Chief Special Agent	10	\$100.00	\$32.25	\$32.25	S. J. McGuire, dis.
do	21	"	67.75	67.75	S. J. McGuire
Yard Watchman	31	@	50.00	50.00	M. E. Harper
do	31	@	50.00	50.00	J. T. Owens
do	31	@	50.00	50.00	Joe Thompson
do	29	50.00	46.75	46.75	J. E. Lacey
do	31	@	50.00	50.00	W. P. Joyner
do	31	@	50.00	50.00	D. B. Collier
do	28	50.00	45.15	45.15	E. C. Bennett
do	31	@	50.00	50.00	H. T. Dardis
do	5	50.00	8.05	8.05	O. H. Kennedy, dis.
do	24	"	38.70	38.70	O. H. Kennedy
do	29	"	46.75	46.75	John Collins
do	31	@	50.00	50.00	N. H. Townsend
do	30	50.00	48.40	48.40	J. W. Holmes
do	22	"	35.50	35.50	H. L. Baker, dis.
do	9	"	14.40	14.40	J. L. Baker
do	2	"	3.25	3.25	Geo. Burrell
do	1	"	1.60	1.60	J. D. Cantrell
do	7	"	11.30	11.30	D. J. Peeler
				\$749.95	\$749.95

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Crossing Watchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Chestnut Street	7	\$1.25	\$8.75	\$8.75	G. A. McNarrus
do	22	"	27.50	27.50	C. H. Brown
Ewing Ave.	31	"	38.75	38.75	G. W. Finney
do	31	"	38.75	38.75	L. S. Frazier
Fog Street	31	1.50	46.50	46.50	W. R. Allen
do	31	"	46.50	46.50	D. D. Clay
Church Street	31	"	46.50	46.50	John Watson

Market Street	31	1.25	38.75	38.75	J. R. Watkins
"	31	"	38.75	38.75	W. C. Jordan
College Street	25	"	31.25	31.25	Jim Goad
do	8	"	10.00	10.00	E. H. Marcum
do	23	"	28.75	28.75	E. H. Marcum, dis.
Clay Street	29	"	36.25	36.25	W. C. Hargrove
do	31	"	38.75	38.75	Oble Davis
Addison Ave.	27	"	33.75	33.75	H. W. Ward
do	31	"	38.75	38.75	I. J. Johnson
Clifton Pike	1	"	1.25	1.25	W. R. House
do	28	"	35.00	35.00	W. M. Hodge
Charlotte Pike	31	1.50	46.50	46.50	J. R. Harness
South Cherry St.	31	1.25	38.75	38.75	Riley Hunter
do	31	"	38.75	38.75	J. J. Allen
Extra Watchmen	28	"	38.75	38.75	Geo. Burrell
do	16	"	20.00	20.00	J. D. Cantrell
do	24	"	30.00	30.00	B. W. Ballard
do	10	"	12.50	12.50	D. J. Peeler

\$806.00 \$806.00

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Operators and Signalmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Operator, Foster St.	31	@	\$60.00	\$60.00	G. H. Sanderson
do	31	@	60.00	60.00	Edmand Cole
do	31	@	55.00	55.00	J. D. Cook
Signalman Cum. Riv. Bridge	31	@	75.00	75.00	R. T. Clark
do	31	@	75.00	75.00	W. O. Hudson
do	31	@	75.00	75.00	H. W. Spottswood
Operator, Cedar St.	2 7/12	\$55.00	4.90	4.90	J. H. Wells
do	1	"	1.75		
do Kayne Ave.	7	60.00	13.55	23.70	H. L. Ernest
do Gleaves St.	4	65.00	8.40		
do Cedar St.	24	55.00	42.60		
Signalman, Cedar St.	4	80.00	15.00	58.10	S. S. Wood
do So. Cherry St.	1	60.00	1.95		
Operator, Cedar St.	26 4/12	55.00	46.70	48.65	H. O. Setzer
do	3 8/12	"	6.50	20.00	Grover Cook
do Gleaves St.	4	65.00	8.40		
do Church St.	2%	60.00	5.00		
do Cedar St.	2 3/12	55.00	4.00	4.00	J. B. Bell
do	1	"	1.75	1.75	C. A. Baugh, dis.
do	4/12	"	.60	.60	John Harwell
do	1/12	"	.15		
Signalman, Cedar St.	31	@	80.00	80.00	E. G. Harris
Operator, Church St.	31	@	65.00	65.00	W. E. Everest
do	31	@	65.00	65.00	Walter McGlothlin
do	10	60.00	19.35	19.35	J. H. Webber, dis.
do	18%	"	35.55	35.55	J. H. Webber
Operator, Kayne Ave.	25	70.00	56.45		
do	3	60.00	5.80	62.25	H. O. Fitzhugh, dis.
do	27	60.00	52.25	52.25	M. J. Fitzhugh
do	26	"	50.30		
do	5	70.00	11.30	61.60	H. B. Fitzhugh
do	31	60.00	60.00	60.00	W. G. White

Operator, Union Station	31	@	65.00	65.00	W. H. Glasgow
do	31	@	65.00	65.00	H. W. Oden
do	31	@	60.00	60.00	Louis Fischer
Operator, Gleaves St.	31	@	65.00	65.00	J. F. Harwell
Signalman, Tower No. 3	1	80.00	2.60	50.85	L. G. Hankey
Operator, Gleaves St.	23	65.00	48.25		
do	31	@	60.00	60.00	H. H. Hagan

\$1,428.70 \$1,428.70

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Operators and Signalmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Signalman, New S. Tower	28	\$75.00	\$67.75	\$67.75	J. S. Johnson
do	12 6/8	65.00	26.75	26.75	G. C. Dunn
do	31	@	55.00	55.00	J. C. Smith
do	3	80.00	7.75	77.40	Eugene Jones
do Cedar St.	25	"	64.50		
do Broad St.	2	"	5.15		
Signalman, Bostick St.	31	@	60.00	60.00	J. P. Burns
do	31	@	60.00	60.00	J. J. White
do	31	@	55.00	55.00	H. L. Lovell
do Park St.	31	@	60.00	60.00	H. J. Pegram
do	31	@	60.00	60.00	W. J. Cullom
do	31	@	55.00	55.00	A. A. Raymen
do 11th Ave. N.	31	@	65.00	65.00	Frank Shields
do	31	@	60.00	60.00	E. Floyd
do	31	@	55.00	55.00	W. A. Carter
do Cedar St.	31	@	80.00	80.00	Herman Cook
do Broad St.	27	65.00	56.60	56.60	W. C. Smart
do	32	"	67.10	67.10	J. V. Claxton
do	31	@	55.00	57.10	J. V. King
do	1	"	2.10		
do Tower No. 3	28	80.00	72.25	72.25	J. M. Flanagan
do	24	65.00	50.30	50.30	E. N. Adams
do	31 4/8	55.00	55.90	55.90	J. I. Lawrence
do	1	3.50	3.50	3.50	Raymond Wood
do Spruce St.	31	@	80.00	80.00	M. McGrady
do	31	@	80.00	80.00	W. M. Hubbard
do	31	@	75.00	75.00	B. J. Harvey
do Oak St.	31	@	70.00	70.00	W. D. Reynolds
do	31	@	65.00	65.00	Walter Copeland
do	30	55.00	53.25	53.25	C. E. Halley

\$1,622.90 \$1,622.90

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

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340 CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Signalmen, So. Cherry St.	31	@	\$60.00	\$60.00	R. L. Alley
do	30	\$60.00	58.05	58.05	D. H. Grant
do	31	@	55.00	55.00	W. H. Steele
do X Office S. Nashv'e.	31	@	60.00	60.00	S. B. Mays
do	31	@	60.00	60.00	J. W. Crockett
do	31	@	55.00	55.00	Cayce Crockett
Utility Oper. and Slg.	31	@	70.00	70.00	G. W. Naylor
Pensioner	31	@	30.00	30.00	James Quinn
			\$448.05	\$448.05	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Clerks, Callers, Messengers, etc., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Chief Yard Clerk	31	@	\$90.00	\$90.00	Van Alley
Stenographer	31	@	65.00	65.00	Alberta Williams
Time Keeper	31	@	70.00	70.00	W. H. Sanders
Report Clerk	2	\$70.00	4.50	74.50	S. J. Lawrence
do	31	@	70.00		
Interchange Clerk	31	@	70.00	70.00	P. T. Waggoner
Night Chief Clerk	31	@	70.00	70.00	L. I. Lavender
Report Clerk	26	70.00	58.70	58.70	H. M. Bishop, dis.
do	3	"	6.75	6.75	H. M. Bishop
Message Clerk	31	@	65.00	65.00	H. V. Lechleiter
Report Clerk	31	@	65.00	65.00	S. R. Hallen
Asst. Interchange Clerk	31	@	60.00	60.00	A. G. Myers
Record Clerk	31	@	65.00	65.00	H. H. Bamendale
do	31	@	65.00	65.00	N. T. McLean, dis.
do	31	@	60.00	60.00	H. M. Crowe
do	31	@	60.00	60.00	D. J. Drumwright
do	31	@	55.00	55.00	C. D. Slate
Home Route Clerk	31	@	50.00	50.00	C. D. Plicque
do	1	50.00	1.60	46.75	H. L. Wilson
Seal Clerk	28	"	45.15		
Report Clerk	13	55.00	23.05	51.45	E. J. Bray
Seal Clerk	11	50.00	17.75		
Bill Clerk	6	55.00	10.65	24.20	G. H. Wells
Report Clerk	15	50.00	24.20		
Bill Clerk	28	55.00	49.70	55.50	Herman Pfister
Tonnage Clerk	3	60.00	5.80		
Bill Clerk	15	55.00	26.60	35.30	Fred Galligan
Seal Clerk	1	50.00	1.60		
Tonnage Clerk	2	60.00	3.85	53.55	J. F. Redmond
District Clerk	2	50.00	3.25		
Bill Clerk	22	55.00	39.05	49.70	J. W. Church
Tonnage Clerk	9	50.00	14.50		
Bill Clerk	28	55.00	49.70	56.60	Claire Bearden
Bill Clerk	31	@	55.00		
Seal Clerk	1	50.00	1.60	44.35	A. T. Redd
Bill Clerk	25	55.00	44.35		
Bill Clerk	25	55.00	44.35	44.35	D. H. Brown

Bill Clerk	3	55.00	5.30 }	
Tonnage Clerk	29	60.00	56.15 }	61.45 J. J. Cline
Bill Clerk	3	55.00	5.30 }	5.30 S. W. Coles
				<hr/>
				\$1,578.45 \$1,578.45

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Clerks, Callers, Messengers, etc., during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt.	T.I.Co.	Balance Paid.	Names of Employees.
Seal Clerk	31	@	\$50.00		\$50.00	R. L. Taylor
do	29	\$50.00	46.75	\$2.65	44.10	L. W. Jeffries
do	22	"	35.50		35.50	E. O. Blackwell
do	31	"	50.00		50.00	R. T. Braldy
do	31	"	50.00	2.65	47.35	T. A. Smalling
do	28	"	45.15		45.15	C. M. Smith
do	18	"	29.05		29.05	J. H. Horn
do	17	"	27.40		27.40	Brown Taylor
Tonnage Clerk	28	60.00	54.20		54.20	H. B. Smith
do	22	50.00	35.50		35.50	Neil Claude
do	31	@	60.00		60.00	E. C. Russell
do	31	@	50.00		50.00	F. S. Nasworthy
do	31	@	50.00		50.00	J. R. Smith
Messenger	26½	25.00	21.35		21.35	Jesse Vaughn
do	7	50c	3.50			
do	5½	25.00	4.45		7.95	R. M. Moss
Tag Clerk	1	45.00	1.45			
Messenger	30	25.00	24.20		25.65	Robt. Helm
Porter	31	@	35.00		35.00	F. A. Turpen
Clerk, Union Station	15½	70.00	35.00		35.00	T. D. Skelly, dis.
do	22	65.00	46.15		46.15	B. H. Hamilton
District Clerk, Cherry St. ..	31	@	75.00		75.00	D. H. Ensley
do	30	50.00	48.40		48.40	W. D. Ragan
do	31	@	50.00		50.00	W. H. Hargis
do	1	50.00	1.60		1.60	W. S. Green
do	31	@	50.00		50.00	C. D. Frey
do	31	@	50.00		50.00	S. A. Dews
Caller	10	1.00	10.00			
District Clerk	17	50.00	27.40		37.40	Willie Frey
do	31	@	50.00		50.00	Wesley Moss
do	31	@	50.00		50.00	A. H. Johnson
Clerk Union Station	15½	70.00	35.00		5.30	Travelers Ins. Co.
					35.00	
				<hr/>		
				\$1,202.05	\$1,202.05	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Clerks, Callers, Messengers, etc., during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt. T.I.Co.	Balance Paid.	Names of Employees.
Chief Tagger, Day	30	\$65.00	\$62.90	\$62.90	H. G. Clark
Tagger Clerk	31	@	45.00	45.00	James Coury
do	31	@	45.00	\$2.65	Morris Brazzel
Chief Tagger, Night	32	65.00	67.10	67.10	W. H. Finney
Tagger, Night	31	@	45.00	45.00	Robt. Caruthers
do	30	45.00	43.55	43.55	Frank Driver
Caller, Night	23	1.00	23.00	23.00	Homer Davis
do	29½	"	29.50	29.50	Willie Buntin
do	27	"	27.00	27.00	James Church
do	31	"	31.00	31.00	John Burns
do	31	"	31.00	31.00	Ed. Taylor
do	27	"	27.00	27.00	Jno. Parsley
do	12½	"	12.50	12.50	W. L. Brown
do	2¼	"	2.25	2.25	W. H. Pruitt, dis.
do	3¾	"	3.75	3.75	B. W. Jackson
do	20	"	20.00	20.00	R. C. Swift
do	26	"	26.00	26.00	John Harnish
do	26	"	26.00	26.00	Samuel Logan
do	9	"	9.00	9.00	Cecil Harnish
do	1	"	1.00	1.00	Brown Ferbee
do	24	50c	12.00	12.00	Wm. H. Shaw
				2.65	Travelers Ins. Co.
			\$589.55	\$589.55	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yardmasters, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt. T.I.Co.	Balance Paid.	Names of Employees.
Asst. Master of Trains.....	31	@	\$145.00	\$145.00	D. M. Caldwell
General Yardmaster	29	\$140.00	140.00	140.00	W. H. Yater, dis.
do	2	"	9.05		
Yardmaster	11	125.00	44.35	53.40	C. E. Reid
Asst. Gen. Yard Master	31	@	135.00	135.00	I. P. Brown
do Day	29	125.00	116.95	116.95	J. R. Handley
do	2	"	8.05	8.05	A. Hazlewood
do Night.....	30	"	120.95	120.95	J. H. Lynn
do	1	"	4.05	4.05	W. H. Carney
Yardmaster, No. Yard	10	"	40.30	40.30	C. E. Reid, dis.
do	10	"	40.35	40.35	B. S. Whitehurst
do	27	"	108.85	108.85	A. F. Smith
do	7	"	28.25	28.25	J. M. Smith
do So. Yard	31	"	125.00	125.00	J. W. Forehand

do	27	"	108.85	4.05 Jno. Clatinger
do	1	"	4.05	108.85 H. T. Carter
do	East Yard	30	120.95	4.05 H. F. Price
do	1	"	4.05	120.95 W. E. Oakley
do	So. Yard	25	100.80	100.80 S. P. Frey
do	6	"	24.20	24.20 Jas. Kilmaster
do	Clay St.	31	125.00	125.00 D. J. Roberts
do	West Nash.	24	96.75	96.75 E. L. Worley
do	7	"	28.25	28.25 G. T. Alexander
Yard Dispatcher	27	95.00	82.75	82.75 M. J. Mulloy
do	4	"	12.25	
	26	90.00	75.50	87.75 E. H. Smith, dis.
do	16	"	46.45	1.45 M. P. Patterson
do	13	"	37.75	37.75 M. P. Patterson, dis.
do	7	"	20.30	20.30 H. O. Fitzhugh, dis.
				45.00 Ballentine's Merc.
				Adj. Co.

\$1,954.05

\$1,954.05

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Herders and Switch Tenders, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Herder, No. Yard	31	@	\$65.00	\$65.00	N. W. Andrews
do	29	\$65.00	60.80	60.80	J. E. Windrow
do	2	"	4.20		
Switch Tender	1	55.00	1.75	5.95	C. A. McCabe
Herder, Middle Yard	29	65.00	60.80	60.80	D. H. Cave
do	1	"	2.10	2.10	H. W. Guy
do	1	"	2.10	2.10	H. B. Binkley
do	31	"	65.00	65.00	G. H. Crostwater
do	South Yard	31	65.00	65.00	H. P. Cregor
do	25	"	52.40	52.40	W. W. Dougherty
do	2	"	2.10	2.10	F. McPeters
do	3	"	6.30		
Switch Tender	2	55.00	3.55	9.85	H. W. Hackey
Herder, So. Yard	2	65.00	4.20	4.20	J. B. Bell
Switch Tender	29	55.00	51.45	51.45	H. G. Sivley
do	30	"	53.25	53.35	Leonard Graves

\$500.00

\$500.00

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Foremen and Switchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Foreman	23.7	\$3.85	\$90.90	\$90.90	G. T. Alexander
do	28	"	107.80	107.80	C. R. Boner
do	20-10	"	80.35	80.35	J. J. Bontley
do	5-2½	"	20.05		
Switchman	5-6½	3.50	19.30	39.35	W. B. Booker
Yard Foreman	22-2	3.85	85.35	85.35	W. J. Brown
do	32-6½	"	125.35	125.35	W. D. Cannon
do	28-2	"	108.45	108.45	W. H. Capps
do	27-3½	"	105.10	105.10	W. H. Carney
do	32-4	"	124.55	124.55	H. E. Carrier
do	26	"	100.10	100.10	Jno. Clutinger
do	29-0½	"	114.80	114.80	W. T. Courtenay
do	6-8	"	25.80		
Switchman	24-7	3.50	86.15	111.95	G. A. Davis
Yard Foreman	28-2½	3.85	108.60	108.60	A. D. Dumont
do	19-8	"	75.85	75.85	S. J. Eady
do	27-1½	"	104.45	104.45	D. M. Elliott
do	30-9	"	118.50	118.50	T. A. Evans
do	1½	"	4.00		
Switchman	6-4	3.50	22.20	26.20	G. L. Ferguson, dia
Yard Foreman	32-5½	3.85	125.00	125.00	J. L. Fletcher
do	5-3½	"	20.40		
Switchman	14-8	3.50	51.45	71.85	G. E. Felts
Yard Foreman	30-5½	3.85	117.30	117.30	G. W. Gassetty
do	28-2	"	108.45	108.45	J. W. Gee
do	3-1½	"	12.05	12.05	A. L. Grammar
do	31-10½	"	122.85	122.85	J. M. Griffith
do	21-8½	"	83.70		
Switchman	9-8	3.50	33.95	117.65	S. H. Harned
			\$2,302.80	\$2,302.80	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

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Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Foreman	30-7½	\$3.85	\$118.00	\$118.00	M. H. Hassell
do	12-7½	"	48.70		
Switchman	12-8½	3.50	44.60	93.30	S. E. Harrison
Yard Foreman	26-3	3.85	101.10	101.10	A. Hazlewood
do	18	"	69.30	69.30	B. G. Herndon
do	32-6	"	125.20	125.20	C. G. Hollinsworth
do	4-11	"	10.10		
Switchman	23-3½	3.50	81.55	100.65	J. J. Holzapfel
Yard Foreman	26-1	3.85	100.45		
Switchman	4-2½	3.50	14.75	115.20	S. H. Horton
Yard Foreman	22-8	3.85	87.40		
Switchman	9-4½	3.50	32.85	120.25	C. M. Hunter
Yard Foreman	31-4	3.85	120.70	120.70	D. M. Jackson
do	29-6½	"	113.80	113.80	W. H. Jackson
do	11-5½	"	44.00		
Switchman	20-10½	3.50	73.20	117.20	A. S. Johnson
do	6-3	"	21.90		
Yard Foreman	17-9½	3.85	68.60	90.50	W. M. Johnson
do	26-3	"	101.10	101.10	Z. R. Johnson

Switchman	17-9½	3.50	63.40		
Yard Foreman	9-6½	3.85	36.80	99.20	W. B. Judd
do	21-5	"	94.05		
Switchman	3-1½	3.50	10.95	105.00	R. S. Kean
Yard Foreman	6	3.85	23.10	23.10	R. S. Kean, dis.
do	31	"	119.35	119.35	W. E. Kennon
do	24-2½	"	93.20	93.20	Jas. Kilmaster
do	10-5	"	40.15	40.15	Thos. McCutcheon
do	27-1	"	104.30	104.30	W. P. Maslin
do	2	"	7.70		
Switchman	18-9	3.50	65.75	73.45	E. L. Morgan
Yard Foreman	31-3½	3.85	120.50	120.50	T. B. Neal
do	8	"	30.80		
Switchman	20-3	3.50	70.90	101.70	H. O'Brien
Yard Foreman	32.4	3.85	124.55	124.55	J. W. O'Hara
do	1-½	"	4.00		
Switchman	26-1	3.50	91.30	95.30	J. T. Overstreet
do	6-4	"	22.20		
Yard Foreman	15-9½	3.85	60.75	82.95	W. H. Phelps
do	30-9½	"	118.65	118.65	Wm. Meadows
			\$2,687.70	\$2,687.70	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Foremen and Switchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Foreman	24-2	\$3.85	\$93.05	\$93.05	H. F. Price
do	7-4	"	28.30		
Switchman	24-2	3.50	84.00	112.30	L. E. Revis
do	24-7	"	86.15		
Foreman	3-7½	3.85	13.90	100.05	J. A. Sanders
Yard Foreman	3-8½	"	14.40		
Switchman	14-8	3.50	54.95	69.35	R. B. Sellers
do	9-4½	"	32.85		
Yard Foreman	23-4½	3.85	90.05	122.90	S. A. Simpkins
do	24-7½	"	114.15	114.15	S. D. Simpkins
do	20	"	77.00	77.00	J. M. Smith
do	2-2½	"	8.50		
Switchman	28-9	3.50	100.75	109.25	G. A. Street
Yard Foreman	31-7	3.85	121.70	121.70	O. Street
do	1-1½	"	4.35		
Switchman	28-2	3.50	98.60	102.95	W. W. Summers
do	13-9	"	48.25		
Yard Foreman	14	3.85	53.90	102.15	S. A. Taylor
do	29-6	"	113.65	113.65	R. M. Tharpe
do	26-3	"	101.10	101.10	Jas. Todd
do	21-8	"	83.55		
Switchman	1-½	3.50	3.65	87.20	O. Todd
Yard Foreman	28-1	3.85	109.15	109.15	C. F. Vaughn
do	21-10½	"	84.25	84.25	B. S. Whitehurst
do	9-9	"	37.65		
Switchman	20-4½	3.50	71.20	108.85	Geo. Whittman
do	21-10½	"	94.20		
Yard Foreman	1	3.85	3.85	98.05	Raymond Wood
do	28-1½	"	108.30	108.30	R. A. Woodall

346 CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL.

do	13-10	"	53.40	}	
Switchman	10-5	3.50	36.50		
Yard Foreman	8	3.85	30.80		
				\$2,056.20	\$2,056.20

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Switchman	18-10½	\$3.50	\$66.20	\$66.20	J. Q. Anderson
do	29-2½	"	102.25	102.25	C. E. Armstrong
do	25-10½	"	90.55	90.55	W. T. Armstrong
do	2-1½	"	7.45	7.45	P. O. Armstrong, dis.
do	1-½	"	3.65	3.65	C. A. Baugh, dis.
do	2-1	"	7.30	7.30	C. A. Baugh, dis.
do	1-½	"	3.65	3.65	W. M. Bagwell, dis.
do	2-1	"	7.30	7.30	H. L. E. Ball
do	29-3	"	102.10	102.10	G. A. Ballon
do	8-5	"	29.50	29.50	E. W. Barr
do	18-10	"	66.05	66.05	W. M. Barrow
do	27-5½	"	96.15	96.15	Jno. Beach
do	2	"	7.00	7.00	B. F. Belcher, dis.
do	21-4½	"	74.85	74.85	B. F. Belcher
do	10-7	"	37.15	37.15	W. J. Belcher
do	5-3½	"	18.55	18.55	J. B. Bell
do	5-2	"	18.10	18.10	H. B. Binkley
do	26-1½	"	91.45	91.45	E. O. Birdwell
do	30-3	"	105.90	105.90	W. C. Birdwell
do	30-3	"	105.90	105.90	C. A. Booker
do	2	"	7.00	7.00	W. B. Booker, dis.
do	26-11	"	94.35	94.35	S. R. Booker
do	6-2½	"	21.75	21.75	J. C. Bowling
do	28-2	"	98.60	98.60	O. D. Brooks
do	6-4	"	22.20	22.20	J. H. Brown
do	8-4½	"	29.35	29.35	E. W. Bugg
				\$1,314.30	\$1,314.30

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Switchman	29-2½	\$3.50	\$102.25	\$102.25	W. F. Bugg
do	6-3	"	21.90	21.90	J. R. Byrum
do	1-½	"	3.65	3.65	E. E. Butler, dis.
do	27-5½	"	96.15	96.15	L. Chandler
do	24-4	"	85.20	85.20	J. H. Camplin
do	27-1½	"	94.95	94.95	H. P. Carter
do	29-3½	"	102.55	102.55	J. F. Carter

do	29-2½	"	102.25	102.25	J. M. Caldwell
do	24-5½	"	85.50	85.50	C. E. Chambers
do	5-2½	"	18.55	18.55	Ira Chockley
do	30-6½	"	106.95	106.95	G. M. Clark
do	31-3½	"	109.55	109.55	A. S. Cline
do	31-1	"	108.80	108.80	E. G. Clinton
do	1½	"	3.65	3.65	S. W. Coles, dis.
do	13-9	"	48.25	48.25	S. W. Coles
do	29-2½	"	102.25	102.25	Harry Colscher
do	5-3	"	18.40	18.40	Harry Cook
do	30-3	"	106.40	106.40	C. N. Cooker
do	32-8	"	114.45	114.45	Herd Cope
do	14-9	"	51.75	51.75	A. J. Cox
do	3-1½	"	10.95	10.95	O. C. Craddock, dis.
do	3-1½	"	10.95	10.95	J. W. Crafton, dis.
do	31-4½	"	109.85	109.85	W. C. Crafton
do	28-4½	"	99.35	99.35	J. A. Crouch
do	8	"	28.00	28.00	E. Z. Collins
do	20-½	"	70.45	70.45	J. L. Darnell

\$1,812.95 \$1,812.95

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Switchman	15-7½	\$3.50	\$54.80	\$54.80	J. J. Davis
do	21-10½	"	76.70	76.70	W. W. Davis
do	20½	"	70.15	70.15	J. R. Donaldson
do	25-1½	"	84.45	84.45	C. R. Doney
do	23-2½	"	81.25	81.25	J. E. Douglas
do	25-2½	"	88.25	88.25	J. F. Duren
do	2-2	"	7.60	7.60	C. L. Dutton, dis.
do	6-3	"	21.90	21.90	B. F. Ferris
do	31-9½	"	111.40	111.40	G. W. Ferris
do	17-10½	"	62.70	62.70	G. W. Forehand
do	7-8½	"	27.10	27.10	W. H. Forehand
do	8	"	28.00	28.00	W. H. Forehand, dis.
do	4-3	"	14.90	14.90	E. C. Frazier
do	27-2½	"	95.25	95.25	K. Frey
do	2-1	"	7.30	7.30	R. L. Fay, dis.
do	31-3½	"	109.55	109.55	J. L. Gee
do	2-2	"	7.60	7.60	C. R. Gelerich
do	3-4½	"	11.85	11.85	W. J. Gheen
do	2	"	7.00	7.00	W. J. Gheen, dis.
do	5-3½	"	18.55	18.55	J. H. Graves
do	23-2½	"	81.25	81.25	H. B. Graves
do	5-3½	"	18.55	18.55	R. E. Griggs
do	7-5½	"	26.15	26.15	H. W. Guy
do	23	"	80.50	80.50	H. T. Hall
do	28-2½	"	98.75	98.75	J. W. Horn
do	1-½	"	3.65	3.65	Jesse Hargroves
do	26-3½	"	92.05	92.05	O. H. Harrison

\$1,387.20 \$1,387.20

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt. TlCo.	Balance Paid.	Names of Employees.
Switchman	5-2½	\$3.50	\$18.25	\$18.25	H. W. Hartman
do	28-3½	"	99.05	99.05	W. T. Hays
do	27-4	"	95.70	95.70	J. C. Hendrixson
do	15-9½	"	55.40	55.40	H. L. Hibdon, dis
do	32-4	"	113.20	113.20	D. H. Hite
do	10-5½	"	36.65	36.65	J. H. Hill
do	5-1½	"	17.95	17.95	L. B. Holmes
do	28-4½	"	99.20	99.20	W. A. Hood
do	5	"	17.50	17.50	W. A. Hood, dis.
do	24-3	"	84.90	84.90	H. A. Horn
do	5-2	"	18.10	18.10	F. H. Hatton
do	27-4½	"	95.85	95.85	J. E. Hudson
do	22-3	"	77.90	77.90	J. A. Jamison
do	30-3	"	105.90	105.90	G. C. Jarrett
do	30-5	"	106.50	106.50	J. F. Johnson
do	22-6½	"	78.95	78.95	W. J. Jarrett
do	33-3½	"	116.55	116.55	J. T. Johnson
do	3-2½	"	11.25	11.25	T. H. Johnson
do	19-½	"	66.65	66.65	J. B. Jordan
do	9-4½	"	32.85	32.85	E. U. Keith
do	10-5	"	36.50	\$13.50	A. K. Kelley
do	2-1½	"	7.45	7.45	R. P. Kidwell
do	30-4½	"	106.35	106.35	W. L. Lallemond
do	29-4	"	102.70	102.70	D. B. Lavender
do	6-2	"	21.60	21.60	E. I. Lavender
do	25-1½	"	87.65	87.65	John Lawson
do	19-10½	"	69.70	69.70	A. J. Lee
				13.50	Travelers Ins. Co.
			\$1,780.25	\$1,780.25	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt. NC&StL	Balance Paid.	Names of Employees.
Switchman	22-4½	\$3.50	\$78.35	\$78.35	J. O. Lemons
do	12-7½	"	44.15	44.15	W. D. Lester
do	11-8½	"	41.10	41.10	H. A. Ligon
do	33-8½	"	118.10	118.10	C. L. Lynch
do	14-7	"	51.15	51.15	D. W. McConnel
do	30-9	"	107.75	107.75	J. C. McCabe
do	29-2	"	102.10	102.10	John McGovern
do	25-6	"	89.30	89.30	R. J. McIntosh
do	7-5½	"	26.15	26.15	C. C. McLean
do	11-6½	"	40.75	40.75	C. C. McLean, dis.
do	5-2½	"	18.25	18.25	W. H. McCulley, dis.
do	21-½	"	73.65	73.65	R. H. McPherson

do	17-½	"	59.65	.75	58.80	F. F. McWhiter
do	8	"	28.00		28.00	F. F. McWhiter, dis.
do	2-9	"	9.75		9.75	F. McPeters, dis.
do	25-7	"	89.65		89.65	W. N. Marlin
do	32-4	"	113.20		113.20	C. D. Martin
do	32-9	"	114.75		114.75	E. C. Martin
do	7-4½	"	25.85		25.85	W. L. Marthis
do	5-2½	"	18.25		18.25	G. A. Mayfield
do	3-1½	"	10.95	.75	10.20	R. V. Murphee, dis.
do	4-3	"	14.90		14.90	A. C. Myers, dis.
do	29-9½	"	104.40		104.40	J. W. Nall
do	28-4	"	99.20		99.20	W. L. Newton
do	10-7	"	37.15		37.15	J. B. Nichol
do	5-4½	"	18.85		18.85	M. B. Omohundro
do	3-2	"	11.10		11.10	F. McPeters
					1.50	N. C. & St. L. Ry.
			\$1,546.15		\$1,546.15	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt.	JTF	TICO	Balance Paid.	Names of Employees.
Switchman	23-3½	\$3.50	\$81.55			\$81.55	C. E. Peebles
do	23-3½	"	81.55			81.55	Joe Peebles, dis.
do	4-6	"	15.80			15.80	R. L. Polk
do	11-9	"	41.25			41.25	A. B. Preston
do	26-11	"	94.35	\$5.00		89.35	J. G. Price
do	21-10½	"	76.70			76.70	T. J. Pruitt
do	18-11	"	66.35			66.35	C. F. Pugh
do	32-4	"	113.20			113.20	A. F. Putman
do	7-4½	"	25.85			25.85	C. F. Potts
do	7-4½	"	25.85			25.85	C. B. Phelps
do	31-4	"	109.70			109.70	T. W. Rascoe
do	20-10½	"	73.20			73.20	E. A. Raybum
do	26-3½	"	92.05			92.05	Chess Reed
do	11-10	"	41.55			41.55	P. W. Reed
do	4-3½	"	15.05	\$9.75		5.30	C. I. Richardson
do	1-½	"	3.65			3.65	F. A. Redmond, dis.
do	32-4	"	113.20			113.20	J. T. Rice
do	1-½	"	3.65			3.65	J. T. Rice, dis.
do	2-1	"	7.30			7.30	H. J. Richards, dis.
do	31-6½	"	110.45			110.45	H. J. Richards
do	28-1	"	98.30			98.30	John Roach
do	31-3½	"	109.55			109.55	F. R. Rostick
do	29-3½	"	102.55			102.55	E. L. Ridley
do	2-1	"	7.30			7.30	F. W. Rogers, dis.
do	21	"	73.50			73.50	C. B. Sawyers
do	2-½	"	7.15			7.15	J. M. Scott, dis.
						5.00	J. T. Flynn
						9.75	Travelers Ins. Co.
			\$1,590.60			\$1,590.60	

CORRECT:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt.	TICo.	Balance Paid.	Names of Employees.
Switchman	14-7	\$3.50	\$51.15		\$51.15	E. F. Searcy
do	7-5½	"	26.15		26.15	L. Sircy
do	27-1½	"	94.95		94.95	W. M. Sellers
do	6-5	"	22.50		22.50	H. D. Sensing
do	6-5	"	22.50		22.50	A. R. Shelton
do	8-3½	"	25.55		25.55	M. Shannon
do	28-2	"	98.60		98.60	J. T. Smith
do	31-5	"	110.00		110.00	K. E. Smith
do	24-3	"	84.90		84.90	S. F. Spears
do	26-7½	"	93.30		93.30	E. W. Smithson
do	6-3½	"	22.05		22.05	R. A. Stinson
do	2-2	"	7.30		7.30	O. J. Sullivan
do	8-3½	"	29.05		29.05	F. Tanner
do	8-10	"	31.05	\$11.65	19.40	C. W. Thompson
do	4-2	"	14.60		14.60	S. J. Thompson, dis.
do	27-1½	"	94.95		94.95	W. R. Thompson
do	21-10	"	76.55		76.55	L. S. Thornton
do	31-5	"	110.00		110.00	A. H. Tucker
do	6-3	"	21.90		21.90	B. L. Turner
do	33-4½	"	116.85		116.85	S. F. Utley
do	15-9½	"	55.40		55.40	G. W. Vestal
do	1-2½	"	4.25		4.25	G. W. Vestal, dis.
do	25-3	"	88.40		88.40	E. T. Vick
do	30-10½	"	108.20		108.20	F. R. Watrons
do	18-11	"	66.35		66.35	C. C. Watson
do	32-4	"	113.20		113.20	Z. T. West
do	1-1½	"	3.95		3.95	A. R. Shelton, dis.
					11.65	Travelers Ins. Co.
			\$1,593.65		\$1,593.65	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Switchmen, during the month of January, 1914.

Nature of Employment	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Switchman	28-4	\$3.50	\$99.20	\$99.20	B. P. Whitfield
do	1-½	"	3.65	3.65	H. O. Whitley
do	7-3½	"	25.55	25.55	U. K. Wilkins, dis.
do	1-½	"	3.65	3.65	U. K. Wilkins, dis.
do	28-7	"	100.15	100.15	W. W. Wilkins
do	3-2½	"	11.25	11.25	Nick Williams
do	8-4	"	29.20	29.20	Wm. Williams
do	1-½	"	3.65	3.65	Wm. Williams, dis.
do	4-2½	"	14.75	14.75	L. F. Wright

do	27.3	"	95.40	95.40	F. E. Wyatt
do	10-8½	"	37.60	37.60	R. E. Yeargin
			<u>\$424.05</u>	<u>\$424.05</u>	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages— To Whom Due.

Nature of Employment	No. Days	Rate Per Day	Amt. HJB	JR	WQ	Balance Paid.	Names of Employees.
Road Master	15½	\$150.00	\$75.00			\$75.00	J. D. Haydon, dis.
do	15½	150.00	75.00			75.00	J. D. Haydon
do Clerk	1 mo.	75.00	75.00			75.00	D. P. Bibb
Foreman Sec. 1	1 mo.	65.00	65.00			65.00	C. M. Weir
Appt. Sec. 1	1 mo.	50.00	50.00			50.00	Will Shaw
Laborers Sec. 1	31	1.25	38.75			38.75	Dan Dunn
do	28	"	35.00	\$13.00		22.00	Henry Pointer
do	24¼	"	30.30	26.75	1.00	2.55	Joe Turner
do	7½	"	9.40	9.40		0.00	Chester Inman
do	24	"	30.00	8.00		22.00	Joe Baucomb
do	8½	"	10.65	8.00		2.65	Joe Bradford
do	27¼	"	34.70	31.15	.80	2.75	Robert Radford
do	21½	"	26.90		23.85	3.05	Jim Bailey
do	23¾	"	29.70		17.85	11.85	Balaam Dawson
do	23	"	28.75	12.70		16.05	Henry Brown
do	15¼	"	19.05			19.05	B. B. Hall
do	5	"	6.25	5.00		1.25	Dock Williams
do	5	"	6.25	5.25		1.00	Harvey McHenry
do	5	"	6.25	5.00		1.25	George Nickson
do	23¼	"	29.05	18.00		11.05	Blake Johnson
do	2¼	"	2.80	1.50		1.30	Henry Fite
do	17½	"	21.85	20.00		1.85	Ephriam Brown
do	23¼	"	29.05	17.50		11.55	Andy Nelson
do	6½	"	8.10		7.35	.75	Jonas Edmondson
do	21	"	26.25			26.25	John Green
do	4	"	5.00	4.00		1.00	Charley Ligon
						185.25	H. J. Bandy
						49.05	Jeff Radford
						1.80	Wm. Quinn
			\$774.05			\$774.05	

2-347 1/4

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	MJS	JTF	Balance Paid.	Names of Employees.
Fore. Trans. Gang	1 Mo.	\$50.00	\$50.00			\$50.00	W. A. Tolliver
Laborers Tran. Gang	17½	1.25	21.90	\$6.85		15.05	Dan Scott
do	19¾	"	24.70	17.10		7.60	George Davidson
do	18½	"	23.10	20.80		2.30	Will Martin
do	18¾	"	23.45	18.60		4.85	John Butler
do	19¾	"	24.70		\$12.50	12.20	Roy Carter
do	20¾	"	25.60			25.60	Henry Manlove
do	17	"	21.25	21.25		0.00	Sam Wiseman
						84.60	M. J. Smith
						12.50	J. T. Flynn
			\$214.70			\$214.70	

1-131%

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	JBA	JTF	Balance Paid.	Names of Employees.
Fore. Sec. Ex. No. 1	1 Mo.	\$65.00	\$65.00			\$65.00	Joe Bissell
Laborers do	18	1.25	22.50		\$16.25	6.25	M. H. Hynes
do	5½	"	6.85	\$0.75	6.10	0.00	John Tipton
do	22½	"	28.15		22.50	5.65	Mable Headspeth
do	20¾	"	25.95	12.05	13.75	.15	George Shelton
do	19	"	23.75		17.50	6.25	Cleave Reed
do	13¾	"	16.55	3.40	8.80	4.35	Robert Radford
do	6	"	7.50			7.50	Will Pope
						16.20	J. B. Armstrong
						84.90	J. T. Flynn
			\$196.25			\$196.25	

1-105

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	MJS	JTF	Balance Paid.	Names of Employees.
Fore. Sec. No. 5	1 Mo.	\$65.00	\$65.00			\$65.00	W. A. Richardson
Appt. Foreman do	11	1.60	17.60	\$7.25		10.35	J. R. Mays
Laborers do	28	1.25	35.00	29.35		5.65	Silas Martin
do	27	"	33.75	33.75		0.00	John Turner
do	23¾	"	29.70			29.70	Dick Miller
do	13¾	"	17.20	17.20		0.00	Abe Martin

do	18¼	"	22.80		22.80	Ike Hardiman
do	12¼	"	15.60	4.85	10.75	Jim Cheatham
do	15¼	"	19.05		19.05	Leonard Fisher
do	13¼	"	17.20	\$17.00	.20	Dan Norman
do	22¼	"	27.80	16.30	11.50	Jim Black
do	4¼	"	5.30	5.30	0.00	Cave Hooper
do	18½	"	23.15	23.05	.10	Lee C Cater
do	9	"	11.25	8.10	3.15	Ed Lawrence
					123.55	M. J. Smith
					38.60	J. T. Flynn
			\$340.40		\$340.40	

1-217¼

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	JBA	JTF	MJS	Balance Paid.	Names of Employees.
Fore. Sec. No. 4	1 Mo.	\$65.00	\$65.00				\$65.00	Matt Smith
Appt.	do	27	1.60	43.20		\$6.35	36.85	Gus Davis
Laborers	do	19½	1.25	24.35			24.35	Jno. Harmon
do	do	1	"	1.25	\$1.25		0.00	Jim Elliott
do	do	21½	"	26.85	19.50		7.35	Walter Brewer
do	do	15	"	18.75	\$8.00	10.75	0.00	Budd Suggs
do	do	29	"	36.25	22.75		13.50	John Thomas
do	do	22	"	27.50			27.50	Howard Thomas
do	do	22	"	27.50	27.50		0.00	John Newsom
do	do	9	"	11.25	7.50		3.75	Will Western, dis.
do	do	19	"	23.75	13.50		10.25	Frank Young
do	do	3	"	3.75	3.75		0.00	Ben Hibdon
							8.00	J. B. Armstrong
							106.50	J. T. Flynn
							6.35	M. J. Smith
			\$309.40				\$309.40	

1-188

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	JHA	JM	MJS	Balance Paid.	Names of Employees.
Fore. Sec. No. 3	1 Mo.	\$65.00	\$65.00				\$65.00	Wm. Kidwell
Apt.	do	27	1.60	43.20			43.20	A. L. Wilkerson
Laborers	do	28	1.25	35.00		\$8.80	26.20	Will Gordon
do	do	31	"	38.75		24.20	14.55	Abe Cannon
do	do	18¼	"	23.45	\$4.00	\$15.60	3.85	Joe Perkins

354 CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL.

do	.....13%	"	17.20	13.10	4.10	Hugh Hunt
do	.....22½	"	28.10	4.00 20.65	3.45	Lee Williams
do	.....22%	"	28.45	18.85	9.60	Eugene Freeman
do	.....20	"	25.00	18.75	6.25	Isaiah Dailey
do	.....21%	"	27.20	21.25	5.95	John Caruthers
do	.....18	"	22.50	2.50	20.00	Jim Booker
do	.....19	"	23.75	8.10	15.65	Wes McKinney
do	.....11½	"	14.05	14.05	0.00	Will Anderson
do	.....3½	"	4.40	2.50	1.90	Sherman Mayes
					8.00	J. H. Ambrose
					94.35	Jere Murphy
					74.00	M. J. Smith

\$396.05

\$396.05

1-257¼

CORRECT:

APPROVED:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	MTM	JTF	MJS	Balance Paid.	Names of Employees.
Fore. Sec. 2-B....	1 Mo.	\$65.00	\$65.00				\$65.00	J. L. Lee
Appt. do	1 Mo.	50.00	50.00	\$16.10			33.90	W. A. McInturff
Laborers do	21%	1.25	27.20			\$18.35	8.85	John Myers
do	23	"	28.75		\$14.00		14.75	Windrow Summers
do	24½	"	30.30			5.10	25.20	Charley James
do	15½	"	19.05	9.40			9.65	John Moore
do	24	"	30.00	5.00		19.30	5.70	Andrew Hunt
do	23½	"	29.35			20.40	8.95	Londy Martin
do	21½	"	26.85			17.75	9.10	Henry Bass
do	20¾	"	25.95			18.15	7.80	John Keith
do	28	"	35.00	23.75			11.25	Tom Smalling
do	18½	"	22.80		12.85		9.95	Jim Rankin
do	11	"	13.75		4.65	9.10	0.00	Anthony Snelling
do	5	"	6.25				6.25	Louis Casin
							54.25	M. T. Mallon
							31.50	J. T. Flynn
							108.15	M. J. Smith

\$410.25

\$410.25

2-236¼

CORRECT:

APPROVED:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	JTF	MJS	Balance Paid.	Names of Employees.
Fore. Sec. 2-A.....	1 Mo.	\$65.00	\$65.00			\$65.00	J. A. White
Appt. do	28 1/4	1.60	45.20			45.20	A. B. Neal
Laborers do	31	1.25	38.75			38.75	John Parish
do	31	"	38.75		\$9.05	29.70	Albert Caruthers
do	23 1/2	"	29.40		29.40	0.00	Frank Holt
do	24 1/4	"	30.30	\$30.30		0.00	George Marshbanks
do	21 1/4	"	27.20	10.35		16.85	John Adkins
do	27	"	33.75	33.75		0.00	Dan Mayfield
do	22 1/4	"	27.80	20.35		7.45	Vernon Patton
do	25 1/2	"	31.85		8.25	23.60	Henry Dismukes
do	16 1/4	"	20.95			20.95	Andrew Thompkins
do	19 1/4	"	24.05	14.85		9.20	John Keel
do	4 1/2	"	5.60		1.50	4.10	Charlie Rankin
						109.60	J. T. Flynn
						48.20	M. J. Smith
			\$418.60			\$418.60	

1-275

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	MTM	MJS	JTF	Balance Paid.	Names of Employees.
Fore. Sec. No. 2.1 Mo.		\$70.00	\$70.00				\$70.00	Wm. Quinn
Appt. do 1 Mo.		50.00	50.00			\$20.40	29.60	Andy Myers
Laborers do 6		1.25	7.50		\$7.50		0.00	Cooper Moore
do	31	"	38.75		23.75	6.50	9.50	Andy Hibbitt
do	31	"	38.75				38.75	Caleb Williams
do	33	"	41.25		30.00	11.25	0.00	Fate Myers
do	23 1/4	"	29.70				29.70	Dan Dowling
do	29 3/4	"	37.20		29.45	7.05	.70	Jasper Hill
do	2 1/4	"	3.45	\$2.50			.95	Henry Lewis, dis.
do	26	"	32.50		9.80		22.70	W. S. Davis
do	25	"	31.25		21.20		10.05	Fred Hill
do	4 1/4	"	5.30		5.30		0.00	Lee Adams
do	24 1/4	"	30.30		17.20		13.10	John King
do	22	"	27.50			27.50	0.00	John Mathis
do	5	"	6.25		3.80		2.45	Robert Gant
do	4	"	5.00		3.65		1.35	Will Mathews
do	10	"	12.50		5.25		7.25	Charlie Crockett
do	9 1/4	"	11.55	8.75		2.80	0.00	Henry Lewis
do	1	"	1.25	1.25			0.00	Ed. Vance
							12.50	M. T. Mallon
							155.90	M. J. Smith
							75.50	J. T. Flynn
			\$480.00				\$480.00	

2-288

CORRECT:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Road Department, during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	JR	JTF	MTM	MJS	Balance Paid.	Names of Employees.
For. Sec. 1-A	1 Mo.	\$65.00	\$65.00					\$65.00	
House Rent	.....		10.00					75.00	J. A. Chandler
Laborers	.....20	1.25	25.00	\$19.65				5.35	Tom Perry, dis.
do	.....21½	"	26.85	21.55				5.30	Lee McNeal
do	.....5½	"	6.85	6.85				0.00	Ed. Walker
do	.....20¾	"	25.95	18.75				7.20	Andy Esmond
do	.....31	"	38.75	23.75				15.00	John Gordon
do	.....31	"	38.75		\$17.25			21.50	Tom Edwards
do	.....19¼	"	24.05			\$21.15		2.90	Jim Donahue
do	.....18¾	"	23.45	13.10				10.35	Will Tate
do	.....10½	"	13.10			\$9.00		4.10	Will Lewis
do	.....10½	"	13.15	8.75				4.40	Andy Stone
do	.....10½	"	13.10	13.10				0.00	N. B. Simmons
do	.....8½	"	10.65	7.50				3.15	Henry Miller
do	.....10	"	12.50	3.75				8.75	Ezra Reed
do	.....6½	"	8.10	8.10				0.00	Jim Summers
do	.....5½	"	6.85				3.10	3.75	Dan Lewis
								144.85	Jeff Radford
								17.25	J. T. Flynn
								21.15	M. T. Mallon
			\$362.10					\$362.10	

1-229%

CORRECT:

APPROVED:

D. P. Bibb, Timekeeper.
J. D. Haydon, Roadmaster.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Signal and Air Switch Inspectors and Porters, during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Signal Engineer	.....31	@	\$75.00	\$75.00	Geo. S. Pfasterer
Clerk	.....31	@	30.00	30.00	R. D. Eves
Gen. Sig. Foreman	.....31	@	95.00	95.00	H. E. Smith
Sig. Maintainer, C. R. B.	.....31	@	75.00	75.00	B. C. Read
Chief Electrician	.....31	@	85.00	85.00	J. H. Hessey
Signal Maintainer	.....27½	\$2.75	75.60	75.60	A. T. Hager
do	.....27	"	74.25	74.25	Roy McKee
do	.....27	"	74.25	74.25	Geo. Curley
do	.....31	@	60.00	60.00	T. N. Parsley
do	.....31	@	65.00	65.00	E. H. Harrison
do	.....31	@	60.00	60.00	R. G. Thompson
Signal Repairman	.....31	@	40.00	40.00	J. O. Zapp
do	.....31	@	52.50	52.50	Chas. Olinger
do	.....31	@	50.00	50.00	Geo. Craddock
Electrical Helper	.....31	@	50.00	50.00	E. E. Walton
do	.....31	@	50.00	50.00	L. H. Fulton
Porter	.....31	\$1.25	38.75	38.75	Henry Wilson
do	.....31	"	38.75	38.75	Mose Adams
do	.....31	"	38.75	38.75	Griffin Hatchie

do	10½	"	13.15	13.15	Tandy Mitchell
Pensioner	31	@	15.00	15.00	Nathan Davidson
do	20	\$1.25	25.00	25.00	B. F. Painter, dis.
			<u>\$1,181.00</u>	<u>\$1,181.00</u>	

CORRECT:

APPROVED:

F. H. Crotzer, Jr., Timekeeper.
E. G. Payne.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Mechanical Department, Nashville, Tenn., during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	TICo	Balance Paid.	Names of Employees.
Clerk, Car Dept.	1 Mo.	@	\$60.00		\$60.00	Robt. Brinkley
Clk. Sup. Dep. Store R.	1 Mo.	@	50.00		50.00	B. W. Dixon
Car Record Clerk	31	\$1.50	46.50		46.50	Ethln Jones
Water Sup. & Rep. Man.	1 Mo.	@	90.00		90.00	Elmore Davy
Electrician	1 Mo.	@	115.00		115.00	Conrad Miller
Jt. Chief Car Inspt.	28.9	3.10	89.60		89.60	R. D. Whitaker
do	30.3	"	93.95		93.95	J. F. Greer
Jt. Car Insp. NT & TCRR.	2.6	"	8.05		8.05	Jno. F. Pepper
do	Frt. 15.5	3.05	47.25		47.25	Wm. Hewitt
do	29	2.70	78.30		78.30	E. L. Lee
do	28.5	2.70	76.95		76.95	P. F. Carrall
do	28.1	2.70	75.85		75.85	A. L. Davis
do	31	"	83.70		83.70	A. W. Gable
do	27	"	72.90		72.90	Thos. McCabe
do	17	"	45.90	\$2.65	43.25	W. J. Hartman
do	27	"	72.90		72.90	R. H. Thompson
do	29.7	"	80.20		80.20	M. R. Kelley
do	29.7	"	80.20		80.20	S. D. Burkett
do	30.5	"	82.35		82.35	A. A. Bosworth
do	27.5	"	74.25		74.25	M. S. Connelly
do	29.3	"	79.10		79.10	Ennis Horton
do	1	3.10	3.10			
do	29.2	2.70	78.85	5.25	76.70	E. L. Perry
do	1	3.10	3.10			
do	4	2.70	10.80	3.95	9.95	E. W. Guy
do	31	"	83.70		83.70	J. T. McClure
do	27.5	2.55	70.10		70.10	W. D. Brooks
do	28	2.55	71.40		71.40	J. T. McIntosh
do	25.7	2.55	65.55		65.55	G. M. Whitaker
do	23.2	2.55	59.40		59.40	J. L. King
do	30.7	2.55	78.30		78.30	
					11.85	Travelers Ins. Co.
			<u>\$2,027.25</u>		<u>\$2,027.25</u>	

CORRECT:

APPROVED:

Chas. W. Trigg, Timekeeper.
R. Moran.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Mechanical Department, Nashville, Tenn., during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.		No. Days	Rate Per Day	Amt.	TICo	Balance Paid.	Names of Employees.
Jt. Car	Inspt. Frt.	14.6	\$2.70	\$39.40	}		
		17	2.55	43.35		\$82.75	Ollie Wyman
do		27.3	"	69.60	}	69.60	D. C. Booker
do		24.1	2.70	65.05			
		3	2.55	7.65	}	\$2.60	
		1	2.70	2.70		70.10	J. P. Reed
do		28.3	2.55	72.15	}	2.65	
do		15	2.70	40.50		72.20	Luther Rash
		14.7	2.55	37.50	}		
do		27.7	2.55	70.65		78.00	Geo. Gasser
do		30.7	2.55	78.30	}	70.65	Oliver Ray
Jt. Car	Brake Inspt. Frt.	27	2.70	72.90		78.30	Dave Hale
do		31	2.70	83.70	}	72.90	J. S. Felts
do		30	2.70	81.00		83.70	R. L. Barnes
do		30.7	"	82.90	}	81.00	W. V. Bosworth
do		31.3	2.45	76.70		82.90	Lewis Bickel
do		2.3	2.70	6.20	}	76.70	Lee McCord
		25.3	2.45	62.00		68.20	F. L. Gee
do		26.7	2.45	65.40	}	75.60	Jas. Windrow
		4	2.50	10.20			
do		4	2.70	10.80	}	74.50	Jno. Moon
		26	2.45	63.70			
do		10	1.60	16.00	}	16.00	Chas. Murphy
do		28.7	1.20	34.45		34.45	Kenneth Booker
Jt. Car	Oller, Frt.	26.5	2.00	53.00	}	53.00	Alonzo Ketchum
do		17.3	2.00	34.60		34.70	J. R. Spencer
do		30.7	2.00	61.40	}	61.40	J. D. Anderson
do		29.7	2.00	59.40		59.40	Henry Reed
do		30.3	2.00	60.60	}	60.60	W. G. Watson
do		3	2.55	7.65			
		16.7	2.00	33.40	}	2.65	
do		15	2.55	38.25		38.40	Hubert Neal
		5.3	2.45	13.00	}	2.65	
		6	2.00	12.00		63.25	Ernest Moon
do		26.9	2.55	68.60	}		
		1	2.45	2.45		2.00	
		1.5	2.00	3.00	}	72.05	Thos. Lazenby
do		31.3	2.55	79.80		2.65	
do		13.9	2.55	35.45	}	77.15	Louis Little
		16.8	2.00	33.60			
do		4.5	2.70	12.15	}	69.05	F. M. Phillips
		11.9	2.55	30.35		60.90	F. M. Gamble
		9.2	2.00	18.40	}		
do		16	2.55	40.80		74.55	Leslie Adams
		9.7	2.45	23.75	}		
		5	2.00	10.00		12.55	Travelers Ins. Co.
				\$1,924.45		\$1,924.45	

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Mechanical Department, Nashville, Tenn., during the month of January, 1914.

Stoppages—
To Whom Due.

Nature of Employment.	No. Days	Rate Per Day	Amt.	TICo	Balance Paid.	Names of Employees.
Joint Car Oiler	14	2.55	\$35.70 }			
do	17.3	2.00	34.60 }		\$70.30	Jas. Donovan
do	5.7	2.55	14.55 }	\$5.25	34.50	Dallas Reed
do	12.6	2.00	25.70 }			
do	23	2.00	4.60		4.60	Erwin Junnigan
do	7.3	2.00	14.60		14.60	Thos. Brummett
do	1		2.55 }			
do	7	2.00	14.00 }		16.55	Luther Taylor
do	7.4	2.00	14.80		14.80	Jurome Taylor
do	22.4	2.00	44.80		44.80	Wm. P. Mitchell
do	22.3	2.00	44.60		44.60	J. L. Simpkins
do	1		2.00		2.00	Jas. Brudett
do .....	.5	1.60	.80 }			
do	3.6	2.00	7.20 }		8.00	Ridley Burnett
Speed Recorder Man.....	12.1	2.55	30.85		30.85	Jerry Webb
do	31	2.00	62.00		62.00	W. O. Hartman
Jt. Chief Car Inspt. Pas.....	26.7	3.10	82.75		82.75	Eugene Griggs
do	31.3	3.10	97.05		97.05	G. W. Toney
Jt. Car Inspt. Pass.....	29.7	2.70	80.20		80.20	J. C. Wilson
do	31.3	2.70	84.50		84.50	G. K. Terhune
do	25.3	2.70	68.30		68.30	Jacob O'Sail
do	29.7	2.70	80.20		80.20	C. B. Buchanan
Jt. Air Bk. Inspt. Pass	4	3.10	12.40 }			
do	27	2.90	78.30 }		90.70	W. A. Edwards
do	30.7	2.90	89.05		89.05	J. D. Sullivan
do	27.3	2.90	79.15		79.15	Tim Nenon
do	9	3.00	27.00		27.00	Cal Brannon
do	4	2.10	11.60 }			
do	26.7	2.55	68.10 }		79.70	J. F. Johnson
do	4	2.90	11.60 }			
do	27.3	2.55	69.60 }		81.20	H. M. Johnson
do	31.5	2.55	80.30		80.30	Ben Barnes
do	32.2	2.55	82.10		82.10	Arthur Hatfield
Jt. Car Oiler, Pass.....	31.3	2.00	62.60		62.60	Jas. Welch
do	26.5	2.00	53.00		53.00	Martin Cunniff
do	29.7	2.00	59.40		59.40	R. L. Brannon
					5.25	Travelers Ins. Co.
			\$1,630.05		\$1,630.05	

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Mechanical Department, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Stoppages— To Whom Due.		Balance Paid.	Names of Employees.
		Rate Per Day	Amt.		
Jt. Car Oiler, Pass.....	31	\$2.00	\$62.00	\$62.00	Alvin Price
Supply Clerk, U Sta.....	30	1.60	48.00	48.00	Geo. Edwards
do	31.3	"	50.10	50.10	Chas. Carroll
Water Supply Man.....	29.9	1.50	44.85	44.85	Felix Tippet
do	25.3	1.35	34.15	30.75	John Hatton
				3.90	M. J. Smith
			<u>\$239.10</u>	<u>\$239.10</u>	

CORRECT:

APPROVED:

Chas. W. Trigg, Timekeeper.
R. Moran.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Mechanical Department, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Stoppages— To Whom Due.		Balance Paid.	Names of Employees.
		Rate Per Day	Amt.		
Chief Engineer	1 Mo.	@	\$107.50	\$107.50	Chas. Peden
Asst. Engineer	1 Mo.	@	77.50	77.50	W. R. Quinn
Engineer Helper.....	30/31	\$52.50	50.80	50.80	E. H. Yates
Fireman	1 Mo.	52.50	52.50	46.70	Thos. Hardner
do	1 Mo.		52.50	52.50	John Battle
Boiler Washer	26.5	1.60	42.40	42.40	Sam Dillehunt
Laborer	31	1.25	38.75	38.75	Clabe Farmer
do	28	"	35.00	9.10	Mickel Lynch
do	6	"	7.50	0.00	Lack Norman
do	30.5	"	38.10	38.10	Frank Rhodes
do	29.5	"	36.85	26.70	Jas. Mason
do	31.5	"	39.35	39.35	Mickel Harrison
do	30.5	"	38.10	38.10	Jas. Hayes
do	30.5	"	38.10	38.10	Chas. Christman
do	31.5	"	39.25	34.25	Joe Sawyer
do	1.5	"	1.85	1.85	Jas Marshall
do	19.5	"	24.35	12.60	Clabe Kinnard
Electrician	27.5	2.80	77.00	77.00	H. L. Barr, dis.
do	27	"	75.60	75.60	J. K. Peoples
do	31	1.80	55.80	55.80	J. M. Elizer
Electrician, Laborer..	2	1.25	2.50	2.50	Ephraime Hill, pd.
do	13	1.25	16.25	8.35	Wm. Leach, dis.
do	24.5	"	30.60	20.50	Ephraime Hill
Brick Layer	2.5	4.00	10.00	10.00	Jas. E. Crandall, dis.
				77.10	M. J. Smith
				7.50	J. T. Flynn
			<u>\$988.15</u>	<u>\$988.15</u>	

CORRECT:

APPROVED:

Chas. W. Trigg, Timekeeper.
R. Moran.

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Engineers, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Engineer	2.6	\$4.50	\$11.70 }		
do	26	4.20	110.50 }	\$122.20	S. H. Adams
do	2.6½	4.50	11.90 }		
do	26	4.25	110.50 }	122.40	M. C. Anderson
do	2.3½	4.50	10.55 }		
do	19	4.25	80.75 }	90.30	J. H. Andrews
do	.9¾	4.50	4.40 }		
do	10.3	4.25	43.75 }	48.15	T. E. Baker
do	2.3	4.50	10.35 }		
do	20.7	4.25	87.95 }	98.30	H. B. Benson
do	1.5	4.50	6.75 }		
do	15	4.25	63.75 }	70.50	John Corbett
do	3¾	4.50	13.85 }		
do	29	4.25	123.25 }	137.10	E. T. Dumont
do	3.8	4.50	17.10 }		
do	29	4.25	123.25 }	140.35	B. T. Dickens
do	.1	4.50	45 }		
do	2	4.25	8.50 }	8.95	J. O. Dillingham
do	3	4.50	13.50 }		
do	30	4.25	127.50 }	141.00	L. A. Enoch
do	2½	4.50	9.10 }		
do	19	4.25	80.75 }	89.85	C. T. Fulghum
do	1	5.00	5.00 }		
do	3.7	4.50	16.65 }	136.40	Geo. Fricke
do	27	4.25	114.75 }		
do	1.7	4.50	7.65 }		
do	17	4.25	72.25 }	79.90	A. H. Fricke
do	3.4½	4.50	15.50 }		
do	31	4.25	131.74 }	147.25	T. L. Greer
do	1.8	4.50	8.10 }		
do	15	4.25	63.75 }	71.85	Wm. Greer
do	2.6¾	4.50	12.05 }		
do	26	4.25	110.50 }	122.55	T. H. Gallimore
do	2.5¾	4.50	11.35 }		
do	22.3	4.25	94.75 }	106.10	S. H. Hewitt
do	31	4.70	145.70 }	145.70	W. B. Hill
do	3.4¾	4.50	15.65 }		
do	29.3	4.25	124.50 }	140.15	C. J. Harrison
do	.6¾	4.50	3.05 }		
do	7	4.25	29.75 }	32.80	J. W. Hamilton
do	3.7¼	4.50	16.75 }		
do	31.3	4.25	133.00 }	149.75	John Hanley
do	3.3½	4.50	15.05 }		
do	25	4.25	106.25 }	121.30	C. A. Hewitt
do	2.6	4.50	11.70 }		
do	25.7	4.25	109.20 }	120.90	W. B. Horn
do	2.8½	4.50	12.80 }		
do	25	4.25	106.25 }	119.05	J. F. Harvey
do	5.6¼	4.50	25.30 }		
do	28	4.25	119.00 }	144.30	W. W. Johnson
do	2.1	4.50	9.45 }		
do	20.3	4.25	86.25 }	95.70	J. M. Johnson
do	3.5	4.50	15.75 }		
do	31.3	4.25	133.00 }	148.75	H. O. Johnson
do	22.3	4.25	94.75 }		
do	2.3	4.50	10.35 }	105.10	J. T. Lancaster

			\$3,342.95	140.90 A. J. Lester
do	3.9½	4.50	17.65 }	
	29	4.25	123.25 }	144.40 J. T. Lynch
do	4.7	4.50	21.15 }	
	29	4.25	123.25 }	\$3,342.95

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Engineers, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Engineer	2.3¾	4.50	\$10.70 }		
	26	4.25	110.50 }	\$121.20	Thos. Mulloy
do	3.1	4.50	13.95 }		
	30.7	4.25	130.45 }	144.40	J. C. Moran
do	4.3	4.50	19.35 }		
	31	4.25	131.75 }	151.10	G. W. McCormack
do	2.7½	4.50	12.35 }		
	19	4.25	80.75 }	93.10	B. F. Manning
do	18	4.25	76.50 }		
	1.8	4.50	18.10 }	84.60	J. J. Mitchell
do	2.3	4.50	10.35 }		
	23	4.25	97.75 }	108.10	T. W. Nall
do	2.6	4.50	11.70 }		
	26	4.25	110.50 }	122.20	Mike Nenon
do	2.3	4.50	12.60 }		
	27.7	4.25	117.70 }	130.30	Lee Northern
do	.1	4.50	.45 }		
	1	4.25	4.25 }	4.70	S. B. Oakley
do	2.4	4.50	10.80 }		
	23	4.25	97.75 }	108.55	J. H. Peebles
do	2.8	4.50	12.60 }		
	27.7	4.25	117.70 }	130.30	J. J. Parrish
do	3.7¾	4.50	17.00 }		
	29	4.25	123.25 }	140.25	T. E. Phipps
do	3	4.50	13.50 }		
	29.7	4.25	126.20 }	139.70	Vincent Rich
do	2.8¾	4.50	12.95 }		
	24	4.25	102.00 }	114.95	J. O. Rupoke.
do	1	4.25	4.25 }	4.25	R. E. Riggan
do	2.9¼	4.50	13.15 }		
	24	4.25	102.00 }	115.15	J. D. Sevate
do	2.9½	4.50	13.25 }		
	29	4.25	123.25 }	136.50	M. J. Sisk
do	2.7	4.50	12.15 }		
	27	4.25	114.75 }	126.90	Jas. Sharp
do	1.5¾	4.50	7.10 }		
	12	4.25	51.00 }	58.10	F. O. Simpson
do	3.5¼	4.50	15.85 }		
	31.3	4.25	133.00 }	148.85	Pitt Stiles
do	3.2¾	4.50	14.75 }		
	29	4.25	123.25 }	138.00	W. A. Stephenson
do	3¾	4.50	13.85 }		
	27	4.25	114.75 }	128.60	J. N. Spencer
do	2.8	4.50	12.60 }		
	27.7	4.25	117.70 }	130.30	Jas. Sadler

do	..... 8	4.50	3.60	
	8	4.25	34.00	37.60 J. H. Sirley, dis.
do	..... 3.1	4.50	13.95	
	31.3	4.25	133.00	146.95 R. S. Templeton
do	..... 3.1	4.50	13.95	
	30	4.25	127.50	141.45 W. R. Trigg
do	..... 1.5½	4.50	6.95	
	11	4.25	46.75	53.70 J. D. Weatherly
do	..... 1	4.50	4.50	
	10.3	4.25	43.75	48.25 C. T. Wilcox, dis.
do	..... 1.2	4.50	5.40	
	11	4.25	46.75	52.15 C. T. Wilcox
do	..... .3	4.50	1.35	
	3	4.25	12.75	14.10 W. L. Weonr
		\$3,074.30	\$3,074.30	

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Engineers and Firemen, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Engineer	..... 3.1	\$4.50	\$13.95		
	25.4	4.25	107.95	\$121.90	H. G. Yeargin
Yard Firemen	..... 2	2.50	5.00		
	20	2.34	46.80	51.80	R. W. Andrews
do	..... 1.5	2.50	3.75		
	15	2.34	35.10	38.85	M. G. Ashburn
do	..... 1.6¾	2.50	4.20		
	14	2.34	32.75	36.95	W. E. Abbott
do	..... 1	2.34	2.35	2.35	N. W. Brown
do	..... .7¾	2.50	1.95		
	7.3	2.34	17.10	19.05	R. G. Benson
do	..... 2.4	2.50	6.00		
	24.3	2.34	56.85	62.85	J. F. Brown
do	..... 3.6¾	2.60	9.20		
	28	2.34	65.50	74.70	Wm. Bruce
do	..... 2.3	2.50	5.76		
	23	2.34	53.80	59.55	W. J. Barnes
do	..... 1	2.50	2.50		
	8.7	2.34	20.35	22.85	S. J. Crotzer
do	..... 2.5¼	2.50	6.30		
	17	2.34	39.80	46.10	H. M. Childress
do	..... 2.7½	2.50	6.85		
	27.4	2.34	64.10	70.95	Alonzo Cook
do	..... 3	2.50	7.50		
	29.7	2.34	69.50	77.00	J. T. Cuddy
do	..... 1.8¼	2.50	4.60		
	16.7	2.34	39.10	43.70	Joe Colman
do	..... 2.5	2.50	6.25		
	22.3	2.34	52.20	58.45	C. P. Coggins
do	..... 4.1½	2.50	10.35		
	30	2.34	70.20	80.55	J. M. Cunningham
do	..... .5¼	2.50	1.30		
	6	2.34	14.05	15.35	R. C. Crocker
do	..... 1.3	2.50	3.25		
	13	2.34	30.40	33.65	C. M. Clements

364 CITY OF NASHVILLE, ET AL., V. L. & N. R. R. CO., ET AL.

do	3.5%	2.50	8.80	
	26	2.34	60.85	69.65 J. C. Dillingham
do	3.1	2.50	7.75	
	30.7	2.34	71.85	79.60 C. P. Donoran
do	3.1%	2.50	7.95	
	28	2.34	65.60	73.45 J. B. Davy
do	1.5%	2.50	3.95	
	16	2.34	37.45	41.40 Jas. Fahey
do	4.1%	2.50	10.30	
	31.3	2.34	73.25	83.55 J. M. Fowler
do	3.2	2.50	8.00	
	27	2.34	63.20	71.20 C. T. Ferguson
do	1.2	2.50	3.00	
	8	2.34	18.70	21.70 S. P. Dibson
do	.6	2.50	1.50	
	6	2.34	14.05	15.55 Wm. Greer
do	3.2%	2.50	8.20	
	29	2.34	67.85	76.05 R. S. Hill
do	3.2%	2.50	8.05	
	29.3	2.34	68.55	76.60 O. N. Hessey
do	3.3	2.50	8.25	
	28	2.34	65.50	73.75 F. C. Hanes
do	.8%	2.50	2.10	
	8	2.34	18.70	20.80 W. E. Hessey
			\$1,619.90	\$1,619.90

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Firemen, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Firemen	1.3%	\$2.50	\$3.35		
do	9	2.34	21.05	\$24.40	R. W. Hamilton
do	.9	2.50	2.25		
do	9	2.34	21.05	23.30	J. W. Hamilton
do	4.7%	2.50	11.80		
	23	2.34	53.80	65.60	C. R. Johnson
do	1.5	2.50	2.75		
	13.3	2.34	31.10	34.85	J. E. Johnson
do	2.8	2.50	7.00		
	28	2.34	65.50	72.50	H. P. Kirkpatrick
do	3.1	2.50	7.75		
	30.7	2.34	71.85	79.60	J. B. Kennon
do	2.7	2.50	6.75		
	16.7	2.34	39.05	45.80	W. J. Lawrence
do	3.1	2.50	7.75		
	30.7	2.34	71.85	79.60	J. C. Landry
do	3.4%	2.50	8.70		
	29	2.34	67.85	76.55	W. H. Mamby
do	3.1%	2.50	7.85		
	24	2.34	56.15	64.00	J. O. McKnight
do	3.3	2.50	8.25		
	27	2.34	63.20	71.45	M. A. McCabe
do	1.3	2.50	3.25		
	12	2.34	28.10	31.35	T. P. Mangrum

do	3.6	2.50	9.00	
	29.3	2.34	68.55	77.55 T. J. May
do	1.7%	2.50	4.45	
	18.3	2.34	42.80	47.25 E. J. McDonald
do	1.2	2.50	3.00	
	9	2.34	21.05	24.05 W. B. McKay
do	1.9	2.50	4.75	
	18	2.34	42.10	46.85 E. J. Mitchell
do	2.4	2.50	6.00	
	27	2.34	63.20	69.20 S. B. Oakley
do	1.0%	2.50	2.55	
	9	2.34	21.05	23.60 S. J. O'Connor
do	3.1%	2.50	7.85	
	27.7	2.34	64.80	72.65 C. J. Pike
do	1.3	2.50	3.25	
	12.3	2.34	28.80	32.05 B. H. Peach
do	1.7%	2.50	4.35	
	16	2.34	37.45	41.80 H. E. Pyburn
do	1.5	2.50	3.75	
	12	2.34	28.10	31.85 F. R. Quinlan
do	.8	2.50	2.00	
	9	2.34	21.05	23.05 R. M. Russell
do	1.5%	2.50	3.95	
	15	2.34	35.10	39.05 H. A. Rank
do	1.7	2.50	4.25	
	17	2.34	39.80	44.05 J. C. Russell
do	1.9	2.50	4.75	
	19.3	2.34	45.15	49.90 W. F. Selgeuthaler
do	4.2%	2.50	10.70	
	30	2.34	70.20	80.90 H. S. Shufield
do	2.7%	2.50	6.85	
	25	2.34	58.50	65.35 W. F. Seay
do	1	2.75	2.75	
	2.7%	2.50	6.80	63.35 W. W. Smith
	23	2.34	53.80	
do	1	2.50	2.50	
	10	2.34	23.40	25.90 F. O. Simpson
			<u>\$1,527.40</u>	<u>\$1,527.40</u>

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

We, the undersigned, do acknowledge to have received from the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway the sum herein set opposite our names, respectively, in full payment of our services for the time specified while employed by the Nashville Terminals, on duties relating to Yard Firemen, Nashville, Tenn., during the month of January, 1914.

Nature of Employment.	No. Days	Rate Per Day	Amt.	Balance Paid.	Names of Employees.
Yard Firemen	1.2%	\$2.50	\$3.20		
	7	2.34	16.40	\$19.60	J. J. Scivally
do	.2%	2.50	.70		
	3	2.34	7.00	7.70	J. J. Stephens
do	2.2%	2.50	7.10		
	28	2.36	65.50	72.60	E. C. Thompson
do	1.4	2.50	3.50		
	13	2.34	30.40	33.90	J. W. Tant
do	3.2	2.50	8.00		
	28.7	2.34	67.15	75.15	A. T. Thrallkill
do	3.2%	2.50	8.20		
	30.7	2.34	71.85	80.05	V. C. Trigg

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do	2.3	2.50	5.75	}	57.95 Henry Willoughby
	22.3	2.34	52.20		
do	.6½	2.50	1.60	}	13.30 L. C. White
	5	2.34	11.70		
do	1.2½	2.50	3.05	}	35.80 H. W. Wood
	14	2.34	32.75		
do	2.6	2.50	6.50	}	62.65 Frank Wade
	24	2.34	56.15		
do	1.5	2.50	3.75	}	36.50 W. L. Weaver
	14	2.34	32.75		
			\$495.20		\$495.20

CORRECT:

Chas. W. Trigg, Timekeeper.
R. Moran.

APPROVED:

W. P. Bruce, Superintendent.

COMPLAINANTS' CROSS EXHIBIT No. 6.

STATEMENT No. 6 FILED IN ANSWER TO INTERROGATORY No. 86.

THROUGH CARS RECEIVED

THROUGH CARS FORWARDED

In L.&N. Trains	In N.&C. Trains	Total as per Exhibit No. 2.	Month	In L.&N. Trains	In N.&C. Trains	Total as per Exhi't No. 2.
12021	4706	16727	August	11215	5548	16763
11966	4503	16469	September	11109	5302	16411
13723	4936	18659	October	12446	6240	18686
13479	4932	18411	November	12306	5978	18284
12022	4136	16158	December	10995	5235	16230
12411	4472	16883	January	11159	5804	16963
75622	27685	103307	Total	69230	34107	103337

Statement does not include cars arriving via L. & N. and N., C. & St. L. for forwarding via T. C. and vice versa. Our Exhibit No. 2.

RECAPITULATION.

	L. & N.	N. & C.	Total
Inbound	75622	27685	103307
Outbound	69230	34107	103337
Total	144852	61792	206644

COMPLAINANTS' CROSS EXHIBIT No. 7.

STATEMENT No. 7 FILED IN ANSWER TO INTERROGATORY No. 92.

LOUISVILLE & NASHVILLE RAILROAD.

Engine Number	Estimated Present Value
334	\$5,000.00
346	5,000.00
347	5,000.00
411	5,000.00
507	6,000.00
510	7,000.00
514	7,000.00
527	7,000.00
537	7,000.00
541	7,000.00
543	7,000.00

622	8,000.00
626	8,000.00
629	8,000.00
643	8,000.00
645	8,000.00
769	10,000.00
999	10,000.00
2012	5,000.00
2020	5,000.00
2058	10,000.00
2067	10,000.00

NASHVILLE, CHATTANOOGA & ST. LOUIS RY.

6	\$4,991.00
16	4,991.00
25	6,037.50
26	6,037.50
87	6,440.00
123	7,228.90
127	7,228.90
140	6,963.25
141	6,963.25
142	6,963.25
146	6,951.24
152	11,191.35
304	6,842.00
305	6,842.00
306	6,842.00
315	6,963.25

COMPLAINANTS' CROSS EXHIBIT No. 8.

STATEMENT No. 8, SHEET No. 1, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY ROLLS FOR THE MONTH OF
FEBRUARY, 1913.

Superintendent's Office	\$ 1,210.00
Union Station	1,786.65
do	777.10
do	654.35
Carpenters and Painters	1,294.20
Yard and Crossing Watchmen	711.40
do	591.75
Operators and Signalmen	1,441.10
do	1,875.75
do	469.10
Yard Clerks, Callers and Messengers	1,478.40
do	664.45
do	1,200.05
do	138.75
Yardmasters and Assistants	2,085.00
Herders and Switch Tenders	496.05
Yard Foremen and Switchmen	3,169.85
do	2,852.50
do	1,980.65
Switchmen	1,909.75
do	1,846.20
do	1,612.75
do	2,305.45
do	1,943.90
do	2,095.45
do	1,836.45
do	1,167.65

Road Department	830.85
do	380.25
do	436.20
do	188.25
do	585.10
do	492.75
do	459.95
do	491.10
do	576.85
do	476.00
do	369.35
do	280.35
Signal, Air Switch Inspectors and Porters.....	1,061.55
Car Inspectors and Oilers.....	1,888.10
do	1,146.70
do	1,638.90
do	626.55
Electrical Engineers and Firemen, Union Station.....	865.70
Yard Engineers and Firemen.....	3,198.55
do	3,659.20
do	1,523.20
do	1,395.35
do	1,371.10
do	635.35
Total.....	\$64,171.95

STATEMENT No. 8, SHEET No. 2, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
MARCH, 1913.

Superintendent's Office	\$ 1,210.00
Union Station	1,782.45
do	816.25
do	761.20
Carpenters and Painters.....	1,435.10
do	716.00
Yard and Crossing Watchmen.....	584.00
Operators and Signalmen.....	1,356.95
do	1,762.90
do	646.65
Yard Clerks, Callers and Messengers.....	1,535.60
do	840.20
do	960.25
do	124.00
Yard Masters and Assistants.....	1,957.10
Heders and Switch Tenders.....	500.00
Yard Foremen and Switchmen.....	2,781.25
do	2,882.30
do	2,084.15
Switchmen	1,563.25
do	2,049.85
do	1,459.05
do	2,012.85
do	1,781.50
do	1,740.35
do	2,064.00
do	1,555.65
do	536.90
Road Department	955.75
do	428.45
do	455.30
do	673.10
do	678.40
do	507.40

do	592.90
do	522.45
do	474.60
do	377.80
do	289.05
Signal, Air Switch Inspectors and Porters	1,132.00
Car Inspectors and Oilers	2,132.20
do	1,759.15
do	1,369.20
do	574.45
Electricians, Engineers and Firemen, Union Station	888.55
Yard Engineers and Firemen	2,770.80
do	3,553.55
do	2,027.60
do	1,440.70
do	1,269.85
do	524.85
Total	\$64,897.85

STATEMENT No. 8, SHEET No. 3, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
APRIL, 1913.

Superintendent's Office	\$ 1,235.00
Union Station	1,805.85
do	847.00
do	769.30
Carpenters	1,190.85
Painters	531.85
Yard Watchmen	700.00
Crossing Watchmen	727.50
Operators and Signalmen	1,714.85
do	1,540.35
do	496.55
Yard Clerks, Callers and Messengers	1,592.95
do	1,124.60
do	697.45
Yard Masters and Assistants	1,957.50
Herders and Switch Tenders	506.30
Yard Foremen and Switchmen	2,680.80
do	2,621.65
do	2,569.90
Switchmen	1,811.60
do	2,196.75
do	1,739.25
do	2,180.40
do	1,754.65
do	1,884.75
do	1,914.10
do	458.90
Road Department	383.70
do	182.20
do	627.70
do	692.75
do	569.20
do	523.10
do	467.15
do	501.70
do	553.75
do	383.70
Signal Air Switch Inspectors and Porters	1,131.20
Car Inspectors and Oilers	1,936.90
do	1,662.35
do	1,266.85
do	701.45
Electricians, Engineers and Firemen, Union Station	944.85

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Yard Engineers and Firemen.....	3,326.65
do	3,161.60
do	1,743.60
do	1,286.95
do	1,325.90
do	500.60
Total.....	\$63,624.50

STATEMENT No. 8, SHEET No. 4, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
MAY, 1913.

Superintendent's Office	\$ 1,235.00
Union Station	1,791.80
do	743.05
do	716.85
do	261.25
Carpenters	1,391.55
Painters	637.30
Yard Watchmen	700.00
Crossing Watchmen	666.00
Operators and Signalmen.....	1,281.65
do	1,927.10
do	547.05
Yard Clerks, Messengers, Callers, etc.....	1,507.30
do	1,202.35
do	601.05
Yardmasters and Assistants.....	1,945.00
Herders and Switch Tenders.....	500.00
Yard Foremen and Switchmen.....	2,829.90
do	2,564.70
do	2,390.30
do	325.30
Switchmen	1,877.60
do	2,334.25
do	1,754.70
do	2,200.15
do	2,136.20
do	2,160.40
do	2,089.80
do	994.80
Road Department	904.90
do	133.45
do	262.80
do	567.00
do	448.20
do	580.65
do	775.15
do	415.90
do	591.60
do	592.55
do	354.35
Signal and Air Switch Inspectors and Porters.....	1,140.25
Car Inspectors and Oilers	2,031.05
do	1,813.70
do	1,499.45
do	345.85
Electricians, Engineers and Firemen, Union Station.....	769.05
Yard Engineers and Firemen.....	3,098.90
do	3,221.75
do	2,096.35
do	1,403.00
do	1,500.15
do	485.65
Total.....	\$66,343.50

STATEMENT No. 8, SHEET No. 5, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
JUNE, 1913.

Superintendent's Office	\$ 1,235.00
Union Station	1,839.45
do	772.60
do	827.50
Carpenters	1,491.70
Painters	644.65
Yard Watchmen	700.00
Crossing Watchmen	642.50
Operators and Signalmen	1,814.95
do	1,308.75
do	700.65
Yard Clerks, Callers, Messengers, etc.	1,487.20
do	1,136.25
do	693.15
do	120.00
Yard Masters and Assistants	1,945.00
Herders and Switch Tenders	497.75
Yard Foremen and Switchmen	2,245.75
do	2,372.45
do	1,997.50
Switchmen	1,654.75
do	1,765.95
do	2,036.45
do	1,968.80
do	1,716.75
do	1,656.25
do	1,619.65
do	453.15
Road Department	923.85
do	169.70
do	295.00
do	507.20
do	400.20
do	484.65
do	18.40
do	708.45
do	332.15
do	533.35
do	367.80
do	306.55
Signal and Air Switch Inspectors and Porters	1,106.75
Car Inspectors and Oilers	1,878.90
do	1,476.35
do	1,507.25
do	635.90
Electricians, Engineers and Firemen, Union Station	759.85
Yard Engineers and Firemen	3,001.65
do	2,920.35
do	1,703.95
do	1,483.10
do	606.15
Total	\$59,472.05

**STATEMENT No. 8, SHEET No. 6, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
JULY, 1913.**

Superintendent's Office	\$ 1,235.00
Union Station	1,704.60
do	775.45
do	791.25
do	210.00
Carpenters	1,542.65
Painters	1,146.20
Yard Watchmen	700.00
Crossing Watchmen	657.25
Operators and Signalmen	1,232.15
do	1,660.20
do	852.05
Yard Clerks, Callers, Messengers, etc.	1,564.10
do	1,160.80
do	826.55
do	124.00
Yard Masters and Assistants	1,943.00
Herders and Switch Tenders	500.00
Yard Foremen and Switchmen	2,741.55
do	2,292.55
do	1,365.45
Switchmen	1,625.35
do	1,630.55
do	1,892.05
do	1,940.65
do	1,590.65
do	1,622.05
do	1,180.15
Road Department	938.25
do	306.05
do	391.60
do	467.45
do	475.90
do	576.35
do	684.20
do	41.90
do	387.95
do	566.45
do	358.95
do	375.00
Signal and Air Switch Inspectors and Porters	1,141.65
Car Inspectors, etc.	1,693.50
do	1,830.40
do	1,636.95
do	529.80
Electricians, Engineers, Union Station, etc.	748.35
Yard Engineers and Firemen	3,061.15
do	2,665.65
do	1,574.55
do	1,403.10
do	106.80
Total	\$58,468.20

**STATEMENT No. 8, SHEET No. 7, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
AUGUST, 1913.**

Superintendent's Office	\$ 1,235.00
Union Station	1,779.55
do	820.65

do	876.85
do	75.00
Carpenters	1,595.20
Painters	1,033.80
Yard Watchmen	746.75
Crossing Watchmen	682.35
Operators and Signalmen	1,208.45
do	1,675.95
do	896.30
Yard Clerks, Callers, Messengers, etc.	1,650.85
do	1,005.45
do	769.25
do	63.50
Yard Masters and Assistants	1,945.00
Herders and Switch Tenders	500.00
Foremen and Switchmen	2,685.65
do	2,499.70
do	1,619.00
Switchmen	2,075.10
do	1,907.10
do	1,979.95
do	1,502.45
do	1,997.35
do	1,419.10
do	1,181.05
Road Department	919.05
do	304.40
do	402.40
do	682.45
do	51.85
do	543.85
do	691.40
do	10.00
do	777.05
do	20.00
do	450.45
do	614.95
do	24.35
do	402.80
do	573.35
do	76.30
Signal and Air Switch Inspectors and Porters	1,158.60
Car Inspectors, etc.	2,110.60
do	1,754.75
do	1,368.05
do	615.05
Electricians, Engineers, Union Station, etc.	849.15
Yard Engineers and Firemen	3,038.65
do	2,994.70
do	1,719.75
do	1,534.40
Total	\$61,114.60

STATEMENT No. 8, SHEET No. 8, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
SEPTEMBER, 1913.

Superintendent's Office	\$ 1,231.65
Union Station	1,873.50
do	798.80
do	795.00
do	189.95
Carpenters	1,427.20
Painters	935.90
Yard Watchmen	810.05

Crossing Watchmen	722.50
Operators and Signalmen	991.75
do	1,431.35
do	1,338.40
Yard Clerks, Callers, Messengers, etc.	1,606.60
do	1,201.75
do	682.00
Yardmasters and Assistants.....	1,981.85
Herders and Switch Tenders.....	500.00
Foremen and Switchmen.....	2,638.05
do	2,363.95
do	1,819.30
Switchmen	2,126.15
do	2,255.90
do	1,774.85
do	2,087.70
do	1,842.25
do	1,861.50
do	1,717.45
Road Department	859.25
do	536.85
do	33.75
do	383.95
do	623.95
do	123.35
do	591.75
do	598.45
do	44.30
do	694.40
do	44.05
do	439.85
do	584.30
do	36.85
do	671.90
do	173.45
do	418.75
Signal and Air Switch Inspectors and Porters.....	1,211.65
Car Inspectors, etc.....	1,989.45
do	1,871.20
do	1,446.95
do	491.33
Electricians, Engineers, Union Station.....	805.75
Yard Engineers and Firemen.....	3,491.65
do	3,113.70
do	1,535.00
do	1,716.20
do	399.50
Total.....	\$63,936.90

STATEMENT No. 8, SHEET No. 9, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
OCTOBER, 1913.

Superintendent's Office	\$ 1,235.00
Union Station	1,803.75
do	912.50
do	809.70
do	212.10
Carpenters	1,457.05
Painters	688.20
Yard Watchmen	740.30
Crossing Watchmen	741.00
Operators and Signalmen.....	1,460.85
do	1,531.15
do	593.10

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Yard Clerks, Callers, Messengers, etc.....	1,574.95
do	1,206.85
do	810.25
Yard Masters and Assistants.....	1,945.00
Herders and Switch Tenders.....	497.90
Foremen and Switchmen.....	2,966.00
do	2,651.30
do	2,257.15
Switchmen	1,913.05
do	2,132.85
do	1,425.65
do	2,017.05
do	1,941.10
do	1,680.50
do	1,984.15
do	1,915.60
Road Department	223.50
do	904.55
do	416.45
do	479.65
do	710.85
do	96.50
do	517.35
do	695.75
do	76.25
do	741.75
do	62.20
do	486.20
do	589.40
do	56.25
do	431.25
do	582.50
do	112.20
Signal and Air Switch Inspectors and Porters.....	1,113.05
Car Inspectors, etc.....	2,040.90
do	1,842.65
do	1,442.95
do	647.55
Electricians, Engineers, etc., Union Station	861.30
Yard Engineers and Firemen.....	3,587.05
do	3,723.45
do	1,572.00
do	1,167.90
do	1,424.35
do	389.65
Total.....	<u>\$68,099.45</u>

STATEMENT No. 8, SHEET No. 10, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
NOVEMBER, 1913.

Superintendent's Office	\$ 1,235.00
Union Station	1,754.40
do	857.50
do	879.03
do	40.00
Carpenters	1,326.35
Painters	565.95
Yard Watchmen	771.65
Crossing Watchmen	707.50
Operators and Signalmen	1,368.50
do	1,781.50
do	450.00
Yard Clerks, Callers, Messengers, etc.	1,485.20

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do	1,223.15
do	778.85
do	60.25
Yard Masters and Assistants.....	1,945.00
Herders and Switch Tenders.....	499.40
Yard Foremen and Switchmen.....	2,672.65
do	2,673.30
do	2,028.60
do	1,753.95
do	1,931.05
do	1,505.85
do	1,607.40
do	1,817.40
do	1,699.65
do	1,891.90
do	1,711.10
do	263.70
Road Department.....	771.65
do	342.55
do	498.55
do	700.20
do	111.55
do	659.60
do	650.60
do	73.10
do	659.00
do	30.95
do	509.35
do	663.60
do	67.20
do	381.20
do	468.30
do	81.85
Signal and Air Switch Inspectors and Porters.....	1,164.25
Car Inspectors, etc.....	2,018.40
do	1,863.60
do	1,514.50
do	399.80
Electricians, Engineers, etc., Union Station.....	1,064.50
Yard Engineers and Firemen.....	3,354.75
do	3,070.05
do	2,083.20
do	1,732.90
do	859.90
Total.....	\$65,080.90

STATEMENT No. 8, SHEET No. 11, FILED IN ANSWER TO INTER-
ROGATORY No. 80, SHOWING THE TOTALS OF ALL
THE PAY-ROLLS FOR THE MONTH OF
DECEMBER, 1913.

Union Station	\$ 276.25
do	160.00
Yard Clerks, Callers, Messengers, etc.....	381.85
do	116.80
Yard Foremen	408.10
Switchmen	546.00
do	479.50
do	486.50
do	98.00
Superintendent's Office	1,225.00
Union Station	1,719.75
do	665.80
do	495.60
do	291.25

Carpenters	1,004.50
Painters	320.95
Yard Watchmen	798.40
Crossing Watchmen	784.75
Operators and Signalmen	1,406.20
do	1,512.60
do	636.80
Yard Clerks, Callers, Messengers, etc.....	1,250.20
do	797.30
do	780.30
do	172.75
Yardmasters	1,670.00
do	275.00
Herders and Switch Tenders.....	500.00
Foremen and Switchmen.....	2,579.40
do	2,094.85
do	2,284.25
Switchmen	1,451.30
do	1,747.00
do	1,244.00
do	1,530.05
do	1,429.90
do	1,694.00
do	1,193.60
do	900.20
Road Department	761.50
do	153.10
do	360.95
do	600.25
do	485.75
do	491.60
do	503.10
do	393.20
do	433.05
do	317.10
do	316.90
Signal Air Switch Inspectors and Porters.....	1,247.05
Car Inspectors, etc.....	2,149.15
do	1,824.10
do	1,657.05
do	302.85
Electricians, Engineers, etc., U. Station.....	928.25
Yard Engineers and Firemen.....	3,042.15
do	2,996.25
do	1,748.10
do	1,465.65
do	1,194.50
Total.....	\$60,790.30

CONTRACT FOR MAINTENANCE AND OPERATION OF NASHVILLE TERMINALS.

DATED 15th AUGUST, 1900.

THIS MEMORANDUM OF AN AGREEMENT, made this 15th day of August, 1900, by and between the LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation of the State of Kentucky, the first party, and the NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY, a corporation of the State of Tennessee, second party, WITNESSES:

I.

The parties hereto by an indenture of lease dated June 15, 1896, became the joint lessees of all the property of the Louisville & Nashville Terminal Company, situated, lying, and being in the City of Nashville and State of Tennessee; and in said indenture of lease the parties hereto covenanted and agreed with the lessor for the payment of certain rents and charges for, and all taxes, rates, assessments, levied and imposed, and the cost of all insurance placed upon the demised property during the term of said lease; and the parties hereto by agreement of even date herewith have covenanted each with the other for and have set forth the manner of the payment of said rents, charges, taxes, rates, assessments, and cost of insurance;

And the parties hereto have, by the terms of said lease, assumed and undertaken, and have covenanted with the lessor for the maintenance of said demised property as follows:

ARTICLE XIV.

"Said second parties do hereby, for themselves and their respective successors and assigns, covenant with said first party, its successors and assigns, that said second parties, and their respective successors and assigns shall and will, during the term granted in the first Article, and during the term that may be granted in any new lease which may be executed as provided in the sixth Article, and during the terms that may be assigned in any new assignments of the leases mentioned in the second, third and seventh Articles, at their proper costs and charges, well and sufficiently maintain, and keep in repair, when, and as often as the same shall require, the

premises described in the first, second and third Articles, together with their appurtenances, including all rights of way, ways, and other easements, all such passenger and freight depot buildings, office buildings; sheds, warehouses, roundhouses, shops, and other buildings, erections, and structures, and all such main and side railroad tracks, switches, cross-overs, and turn-outs, and all such other terminal facilities as may be hereafter erected or constructed by the first party, its successors or assigns, upon the premises described in the first, second and third Articles. And also, that in case the same, or any part thereof, shall, at any time during said terms, or during either of them, be destroyed or injured by fire, wind, or lightning, said second parties, and their respective successors and assigns, shall, and will, at their proper costs and charges, forthwith proceed to rebuild or repair the same, in as good condition as the same were before such destruction or injury. Provided, however, that all and every the sums or sum of money which shall be recovered or received by said first party, its successors or assigns, for or in respect of any insurance upon any of such property, shall be paid over by said first party, its successors or assigns, to said second parties, their respective successors or assigns, to be laid out and expended by them in rebuilding or repairing the property so insured, or such parts thereof as shall be destroyed or injured by fire, as provided in the tenth Article."

And the parties hereto now desire to provide for and prescribe the manner of the payment of the cost of said maintenance and repair of said demised property.

And the parties hereto have made an organization, known as Nashville Terminals, for the operation, maintenance, and conduct of the business of terminals at Nashville, embracing in that organization all the property, improvements, buildings, erections, and superstructures leased from the Louisville & Nashville Terminal Company, comprising a Union Passenger Station building and its appurtenances, baggage and express buildings, freight stations, roundhouse and coaling station, water tanks, office buildings, main and side tracks, and all and singular the terminal facilities of every kind belonging to said Terminal Company; and

The parties hereto have contributed and set apart for, allotted and attached to said Nashville Terminals the following described property of each of the parties hereto:

THE LOUISVILLE & NASHVILLE RAILROAD COMPANY.

1. So much of the main and all the side and spur tracks and all erections, buildings, bridges, and all appurtenances and property lying and being between the northerly line of the property of the Carter Shoe Factory, being 1,320 feet south of Mile Post 183 of the Second Division of the Main Stem, and the line of the Louisville & Nashville Terminal Company at the south side of Gay street.

2. So much of the main and all side and spur tracks, together with all and singular the shops, buildings, erections, superstructures and bridges thereunto appurtenant and belonging, lying and being between the line of the property of the Louisville & Nashville Terminal Company on the north side of Spruce Street and the yard limit board south of South Nashville, being at Mile Post 189 on the Nashville & Decatur Division.

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY.

1. All main, side, and spur tracks of the Northwestern or Nashville Division from Cedar Street west to the end of the double track at the shops of the N., C. & St. L. R'y., together with all erections, buildings, bridges, and all appurtenances and property lying and being between said points.

2. The West Nashville Branch extending from N., C. & St. L. new shops to Cumberland River wharf, including all side and spur tracks, together with all erections, buildings, bridges, and all appurtenances and property lying and being between said points, save and except the new shop and Centennial grounds, and the tracks, buildings, and superstructures thereupon.

3. So much of the main track of the Chattanooga Division and all sidings and spur tracks lying and being between the north line of Spruce Street and South Cherry Street crossing, together with all erections, buildings, bridges, and superstructures thereupon.

And the parties hereto now desire to also agree upon the terms of and provide for the operation of said Nashville Terminals, and the payment of the necessary expenses and charges incident thereto.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I.

That the property herein described shall be and be known as Nashville Terminals and it shall be administered, operated, maintained, and used as such.

II.

That Nashville Terminals shall be managed by a "Board of Control," to consist of three members, to wit, the Superintendent of Nashville Terminals and the General Managers, respectively, of the parties hereto, of which Board of Control the Superintendent of Nashville Terminals shall be Chairman.

III.

The Board of Control shall formulate and adopt such By-laws and Rules and Regulations, subject to the approval of the parties hereto, as will insure efficient and economical administration of the property under its management.

IV.

The operation of Nashville Terminals shall be under the immediate supervision and control of a Superintendent of Terminals to be appointed by the Board of Control; and there shall be imposed upon him and required at his hand, and he shall secure to the best of his ability, a strict, impartial, prompt, and economical administration of the property equally in the interest of both of the parties hereto without preference or priority of the one over the other. He shall appoint, subject to the approval of the Board of Control, a Station Master, a Master of Trains, a Road Master, a Supervisor of Bridges and Buildings, a Master Mechanic, a Ticket Agent and a Baggage Master, each of which officers shall perform the duties of his office as set out in the By-laws or Rules and Regulations; and each of them shall have a competent staff of employes for the conduct of the work and operations belonging or in any way appertaining to each his several department; and each of them shall be responsible to the Superintendent for the prompt and efficient working of his several department. The Superintendent shall have an adequate office force for the purpose of keeping an accurate and full account of the operations of said Terminals, showing the cost of said operations in each of the several departments, so that the proportions of the said cost of operations due to be paid by each of the parties hereto may be correctly, readily, and easily ascertainable. Pay-rolls, vouchers, discharge tickets, and all needful warrants authenticating and authorizing payment of all moneys necessary and incident to the operation of the Terminal property, payment of which is hereinafter provided for, shall be prepared in his office.

V.

Whatever expenses may be legitimately incurred in the maintenance and operation of Nashville Terminals shall be apportioned as follows:

PASSENGER. All Union Station pay-rolls and all expenses for water, light and heat, repairs and supplies in, of, and about the Union Station and its appurtenant buildings, offices, yard, tracks, and appliances. Also all cost of services rendered by switching forces in the making up of passenger trains and the shifting, placing, and cleaning and caring for passenger equipment, including a percentage of yardmen's, enginemen's and firemen's wages, engine supplies, switch tenders, watchmen, etc., which percentage shall be based on the number of hours that yard engines are performing passenger service, as compared with the total hours that yard engines are engaged in all classes of service combined.

HOUSE AND PRIVATE SIDINGS. To this account shall be charged a percentage of all joint expenses (except direct passenger expenses), which shall be ascertained on the basis of the number of hours that yard engines are engaged in switching to and from house and private sidings, and bulk or team tracks, as compared with the total number of hours that yard engines are engaged in all classes of service combined.

TRAIN YARD. To this account shall be charged the remainder of all joint expenses of maintenance and operation.

VI.

At the close of each and every calendar month the total expense for maintenance and operation charged to passenger account shall be apportioned between the parties hereto in the same proportion that the total number of passenger, express, baggage and mail cars, private cars and sleepers, and passenger locomotives handled for each of the parties hereto bears to the whole number of such cars and locomotives handled for both parties.

The total expense for maintenance and operation charged to "House and Private Sidings" account shall be apportioned between the parties hereto in the same proportion that the total number of cars placed on and withdrawn from house and private sidings, bulk or team tracks, for each of the parties hereto bears to the whole number of cars placed on and withdrawn from such house and private sidings, bulk or team tracks.

The total expense for maintenance and operation charged to "Train Yard" account shall be apportioned

between the parties hereto in the same proportion that the number of cars of all kinds, and locomotives hauling trains received and forwarded for each of the parties hereto, bears to the whole number of cars of all kinds and locomotives hauling trains received and forwarded.

The Superintendent's office pay-roll and expenses, and all general and incidental expenses not otherwise provided for and not distributable to any or either of the accounts named, shall be apportioned between the parties hereto on per cents arrived at in each month by taking the average of the percents of the accounts named for the same month.

PROVIDED, That before apportionment of expenses, as herein provided, there shall be deducted from the aggregate expenses in each and every calendar month all moneys received for, from, or on account of any rents, tolls, incomes, or charges for offices, buildings, or rooms leased or letten, and for or from any privileges of restaurants, news stands, lunch and dining rooms, and for services rendered to or for any individual, firm, or corporation other than the parties hereto.

VII.

It is understood and agreed by the parties hereto that the separate freight stations of the parties hereto and their appurtenant tracks, and tracks assigned and allotted to each of the parties for receiving and delivering bulk or car-load freights, shall be maintained and operated for each of the parties direct, and all expenses of such maintenance and operation of each freight station and tracks, including expenses of agencies and freight house forces, and the assigned and allotted bulk tracks, shall be charged directly to and paid by each of the parties hereto.

It is also agreed that the new Terminal roundhouse, buildings, water tanks, and coaling appliances, and all other appurtenant buildings and superstructures, shall be maintained and operated for and in the interest of the first party alone, and all expense of maintenance and operation of said roundhouse and appurtenances shall be charged direct to and paid by the said first party; PROVIDED, however, that all joint services rendered in repairs, fuel, water-supply, and all other incident services and supplies rendered and furnished for the joint use and benefit of the parties hereto, shall be charged to the joint terminal expenses and apportioned between the parties hereto as hereinbefore provided.

VIII.

It is understood and agreed by and between the parties hereto that all employes in the Operating, Maintenance, and Mechanical departments, including the freight and passenger stations, agents and employes, employed upon, in, or about the Nashville Terminals, shall be and are subject to the control and direction of the Superintendent of Terminals; Provided, that all subordinate officers, agents and employes engaged in the operation of Nashville Terminals, or any part thereof (not including herein the General Officers), shall be subject to removal on request in writing of either of the parties hereto made to the Board of Control and for good cause shown.

IX.

Pending the organization of either or any of the departments, as provided in Article IV hereof, which may, for economical or other prudential reasons, be postponed, it is understood and agreed that the Superintendent of Terminals may call upon the local departments of Maintenance of Way, Mechanical, or other department of either of the parties hereto to make such repairs and renewals as may seem to him expedient and necessary for, in, about, and upon the tracks, bridges, buildings, yard, machinery, and all other appurtenances and appliances thereto belonging, and for all such material as may be necessary in making such repairs and renewals, which services and materials either or both of the parties shall render, furnish, and supply, and charge Nashville Terminals therefor at cost.

It is also understood and agreed that the Superintendent of Terminals is authorized to make requisitions on the Supply, Mechanical, and other departments of the parties hereto for all other needful labor, supplies, materials, etc., required in the maintenance and operation of the property; and either or both of the parties hereto when, as, and as often as may be requested shall furnish such labor, supplies, and materials, charging Nashville Terminals therefor at cost.

X.

The parties hereto shall set apart, allot, and appropriate solely to the use of Nashville Terminals, in good working order, a certain number of switching engines, fully adequate and competent to perform all the work of switching, pulling, and shifting trains and cars in and about the Terminals, of which whole number of engines

each of the parties hereto shall furnish a proportion corresponding in economic efficiency to the respective proportions of work to be performed for the parties hereto.

As compensation or rent for the engines so set apart, allotted, and appropriated for and to Terminal uses and purposes, Nashville Terminals shall pay to the parties hereto, in addition to maintenance and repairs hereby assumed by Nashville Terminals, four per centum per annum upon a valuation of said engines, to be made at the time of allotment by the Superintendents of Machinery of the parties hereto and a third person to be chosen by the said superintendents.

XI.

The party of the second part will collect for account of the Nashville Terminals all sums charged to individuals, firms, corporations, or other parties, for rents, charges, tolls, rates, or compensation for services rendered within the limits of the Nashville Terminals other than to or for the parties hereto; the Superintendent of Terminals to make collection vouchers for all such sums and furnish same to proper officers of the party of the second part.

XII.

It is understood and agreed by and between the parties hereto that the second party each and every calendar month will pay all pay-rolls, vouchers, discharge tickets, and other warrants for payment of moneys for labor performed and materials supplied for, to, and on account of Nashville Terminals; said pay-rolls, vouchers, discharge tickets, and warrants being first properly and fully approved by the officers of Nashville Terminals, duly authorized in the premises; and the second party shall present to the first party a duly authenticated bill with statements attached thereto prepared by the Nashville Terminals' officers, showing in detail the accrued monthly expenses and the percentage of each monthly total of expenses due by the first party to be paid, when the first party shall presently pay to the second party the full amount of its quota of said monthly expenses.

XIII.

It is understood and agreed by and between the parties hereto that the rights, privileges, uses, and enjoyments of all the property in Nashville Terminals, as de-

scribed in this agreement to, of, and by the respective parties hereto, are the same, equal, and joint, and none other, save and except as to the separate, independent, and sole use of the freight stations and appurtenant tracks and bulk tracks, and the terminal roundhouse and appurtenances as provided in Article VII hereof.

That any differences arising from, out of, or by reason of the maintenance and operation of Nashville Terminals, shall be submitted to the Board of Control, who shall hear and determine all matters of dispute, and their decision, which shall be unanimous, shall be held to settle, adjust, and determine all such matters of dispute. Failing a decision by the Board of Control, the matter so remaining undecided thereby shall be referred to the Presidents of the respective companies parties hereto for their decision. Failing agreement here, if deemed of sufficient importance for an independent opinion and decision, the matter shall be submitted to an arbitrator to be selected by the Presidents.

This agreement shall take effect on July 1, 1900, and run concurrently with and continue for the same space of time as the before-mentioned lease of June 15, 1896.

IN WITNESS WHEREOF, The parties hereto have signed their respective corporate names, by their respective Presidents thereto duly authorized, and have affixed their respective corporate seals, each duly attested by the Secretary of the parties respectively, the day and year first above written.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,

By M. H. SMITH, President.

Attest: J. H. ELLIS, Secretary.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY,

By J. W. THOMAS, President.

Attest: J. H. AMBROSE, Secretary.

Mr. Jouett: In the physical handling of cars in the Nashville terminals, please state whether or not the cars handled for the Nashville, Chattanooga & St. Louis and the cars handled for the Louisville & Nashville are handled separately by separate engines and crews, or with the same engines and by the same crew.

Mr. Bruce: The cars of both roads are handled together by the same switching crews; in other words, whenever we have a run to make the terminal engine and crew picks up all cars that are ready to go in that direction without any distinction being made as to whether it is Nashville, Chattanooga & St. Louis or Louisville & Nashville business.

Mr. Jouett: Please state what is the object of that method of handling the business.

Mr. Bruce: For economy and to expedite the handling of the business. By handling of the business of both roads in one movement, it also operates to the advantage of industries in that it is not necessary to disturb the cars they are loading or unloading as often it would be in the Louisville & Nashville and Nashville, Chattanooga & St. Louis business was switched separately.

Mr. Jouett: *How is the expense of that service divided as between the two roads?*

Mr. Bruce: *It is divided on the basis of the number of cars handled for each.*

Mr. Jouett: Mr. Bruce, as joint superintendent for the Nashville, Chattanooga & St. Louis Railroad Company and the Louisville & Nashville Railroad in handling the business for each, including the maintenance as well as the transportation business, do you handle this work for each company as the independent and sole representative of that company or as the joint representative of both companies?

Mr. Bruce: As the independent representative of each company.

Mr. Jouett: Your position, then, is in one respect joint and in another several?

Mr. Bruce: Yes, sir; some I handle as a direct representative; some as the joint representative of the two roads.

Mr. Jouett: Is it or not true that in the operation of the Nashville terminals the Louisville & Nashville Railroad Company switches for the Nashville, Chattanooga & St. Louis Railway or the Nashville, Chattanooga & St. Louis Railway switches for the Louisville & Nashville Railroad?

Mr. Bruce: No. The Nashville Terminals switches for both as the direct agent of each.

Mr. Jouett: My question was whether either switched for the other?

Mr. Bruce: They do not.

Mr. Jouett: Please state in a general way from your knowledge and experience in the operation of these Terminals about what the total volume of the business now handled amounts to?

Mr. Bruce: "During the month of January, this year, we handled an average of 77 passenger trains, and

112 freight trains daily, which is below the normal daily business for a year.

This means that there was a passenger or freight train moving into or out of the Terminals every 7.6 minutes. This does not include the movement of road engines of passenger and freight trains to and from the round houses, or the movement of yard engines handling city business, between the outside district and the train yards which are located between Cedar and Spruce Streets, and through which all through and city business is handled.

The train yards are taxed to their utmost when the business is normal; and when heavy, as it usually is they are badly congested, so that when there is any interruption to the regularity of movement of trains brought about by accidents in the yards, causing interruption of the routine yard work; or by accident on the road causing trains to be bunched, the situation is aggravated.

At such times, or when we have a spurt or extraordinarily heavy business, the delays in getting trains into and out of the yards, and in switching and distributing city business to and from the train yard, are heavy. Trains from all directions have been delayed from one to four hours on the main tracks within the terminal limits awaiting clear tracks to be made upon which to receive them.

Whenever we had any vacant tracks in the outlying districts, we have used them to hold inbound trains until such times as we could bring the cars into the train yards with yard engines, thus relieving the engine and crew. We often have to relieve train and engine crews on the main tracks, with yardmen and hostlers in order to avoid violation of the hours of service law.

At times the through and city business has been so heavy, and the train yards and assembling yards in the outlying district so congested that we have had to arrange for switch engines moving a train of city cars from the train yard to an outlying district, to pass another yard engine (which had cars from the same outlying district, enroute to the train yard to go forward) on the double tracks between the districts. In other words there would be no room in the outlying district to receive the engine from the train yard until the engine from that district had pulled its cars out; and the engine enroute to the train yard would have to stand on



BRUCE EX No. 2.

STATEMENT SHOWING NUMBER OF LOADED CARS REED AT AND FORWARDED FROM NASHVILLE, TENN.,
INCLUDING CARS INTERCHANGED WIE TENNESSEE CENTRAL RAILROAD
DURING SIX MONTHS EG JANUARY 31, 1914.

	Received in L. & N. and N., C. & St. L. Trains.				Forwarded in L. & N. and N., C. & St. L. Trains.				Switched in Nashville.	
	Delivered in Nashville	Delivered T. C. to be Switched.	Through Cars via L. & N.- N., C. & St. L.	Through Cars via T. C.	ating in Nashville Total	Originating in T. C. Terminals.	Through Cars via L. & N.-N. & C.	Through Cars from T. C.	Total.	
August, '13 -----	8769	50	16727	20	25566652	32	16763	47	23494	930
September -----	8537	44	16469	38	250887393	18	16411	61	23883	546
October -----	8599	33	18659	47	273387292	21	18686	51	26050	639
November -----	8695	33	18411	54	271936426	14	18284	62	24786	1077
December -----	7382	32	16158	36	236085764	9	16230	54	22057	715
January, '14 -----	8267	53	16883	31	252346653	10	16963	71	23697	681
TOTAL -----	50249	245	103307	226	1540270180	104	103337	346	143967	4608

THE GREAT WESTERN RAILROAD AND THE GREAT WESTERN RAILROAD

Mileage	Gross Receipts	Net Receipts	Operating Expenses	Maintenance of Way and Equipment	General Expenses	Total Expenses	Profit
1890	1,000,000	750,000	600,000	100,000	50,000	750,000	250,000
1891	1,100,000	800,000	650,000	110,000	55,000	815,000	285,000
1892	1,200,000	850,000	700,000	120,000	60,000	880,000	320,000
1893	1,300,000	900,000	750,000	130,000	65,000	945,000	355,000
1894	1,400,000	950,000	800,000	140,000	70,000	1,010,000	390,000
1895	1,500,000	1,000,000	850,000	150,000	75,000	1,075,000	425,000
1896	1,600,000	1,050,000	900,000	160,000	80,000	1,140,000	460,000
1897	1,700,000	1,100,000	950,000	170,000	85,000	1,205,000	495,000
1898	1,800,000	1,150,000	1,000,000	180,000	90,000	1,270,000	530,000
1899	1,900,000	1,200,000	1,050,000	190,000	95,000	1,335,000	565,000
1900	2,000,000	1,250,000	1,100,000	200,000	100,000	1,400,000	600,000

the main track outside of the train yard, as much as two hours until room could be made for its cars.

The congested condition of the train yards has been so serious that both the Superintendent and Trainmaster have frequently been called to the yards at all hours of the night, and have been compelled to remain in the yard practically all the time during the day and part of the night, for weeks and months at a time, directing the work, arranging for extraordinary movements in order to reduce delays as much as possible, and to encourage the men to work to the best advantage.

We have had to use the Lebanon Branch of the Nashville, Chattanooga & St. Louis, on which no trains are run at night or on Sunday, on which to set out through trains from Chattanooga, temporarily during the
 407 night or on Sundays, and have often set three or four freight trains on that branch during Saturday night, which we were unable to move into the train yard until a short time before the first train was due from the Branch on Monday morning.

On Sundays, there are fewer passenger trains than on week-days, and we have been compelled to make use of the tracks in the passenger shed for handling freight business.

On occasions, we have had great difficulty in keeping one of the double main tracks open for the movement of passenger trains. Were it not for the wise policy of the management in providing double tracks in all directions throughout the Terminals for some distance beyond, the delays and congested conditions would be far worse.

On account of the reduction in grade on some of the lines entering Nashville and the use of heavier power, the length of the trains have been increased beyond the capacity of the side tracks in the terminals, although when the yards were laid out the tracks were long enough to accommodate the longest train: Now, a great many trains of 50 or 60 cars are handled when the longest track in the train yard holds only 39 cars, making
 408 it necessary to double the head end of the trains over onto a second track, one train thus occupying two tracks and the operation of doubling over interfering with the shunting or classification work.

Mr. Bruce's Exhibit No. 2, filed at page 408, shows that for the six months ended January 31, 1914, the Terminals received in Louisville & Nashville and Nashville, Chattanooga & St. Louis trains 50,249 city loads; 103,307 through loads; 245 loads for delivery to the Ten-

nessee Central City cars and 226 loads for delivery to the Tennessee Central for points beyond Nashville; making a total of 154,027 loads received. It also shows that the Terminals forwarded in Louisville & Nashville and Nashville, Chattanooga & St. Louis trains 40,180 loads originating in the terminals; 103,337 received from the Louisville & Nashville and Nashville & Chattanooga & St. Louis; 346 loads received from points on the Tennessee Central for points on the Louisville & Nashville Railroad and Nashville, Chattanooga & St. Louis Railway; 104 loads originating on the Tennessee Central terminals for points on the Louisville & Nashville and Nashville, Chattanooga & St. Louis making a total of 143,967 loaded cars forwarded; making a grand total of loads received and forwarded of 297,994 cars. In addition to this the Terminals handled in switch service 4,608 loads which include 1,149 cars switched for the Tennessee Central, and 3,459 switched from one industry to another within the Nashville Terminals. This brings the grand total of loaded cars handled to 302,602.

410 Prior to the organization of the Terminals we had difficulty in handling both the through and city business on account of the limited facilities at each of the yards, and it was to relieve this situation that the present facilities were constructed, and the present joint arrangement for one organization to handle the business of both roads was entered into.

Prior to the time the joint arrangement went into effect a charge of \$2.00 per car was made by each road for switching city business arriving via the other. There were, however, three private tracks serving industries operated jointly by two roads several industries being located on one of these private tracks; that is, the yard crew of each road switched its cars to and from these jointly operated tracks.

Under these conditions neither line was able to give as good service in the handling of the city business as we are now giving under the congested conditions. For instance, a car arriving from the Nashville, Chattanooga & St. Louis for an industry located on tracks of the Louisville & Nashville at East Nashville would have to be switched to the Nashville, Chattanooga & St. Louis Clay Street yard, and wait there until the Louisville & Nashville was in position to take it and make delivery.

411 The same applied to cars arriving from points on the Louisville & Nashville for delivery to indus-

tries located on tracks for the Nashville, Chattanooga & St. Louis.

At that time neither road had adequate facilities for handling their through or city business, and it was necessary to combine the facilities of the two roads and construct yards at some central point in order to cure the situation. There was no other solution of the difficulty except by the construction of a centrally located yard for the use of both roads to enable them to handle their through and city business the most direct way.

As showing the practical result of the formation of the Nashville Terminals in the way of increasing the efficiency of the terminal work and expediting and generally improving the service of handling both the through and city freight, Mr. Bruce said that during the month of February, 1900, which was the last month the business of the two roads was handled separately, the average number of cars handled per engine per day was 65.7 and during the month of August, 1900, after the work of the two roads had been consolidated, the average number of cars handled per engine per day was increased to 101; in other words, an increase in efficiency of 53.5 per cent.

During February, 1914, the average number of cars handled per engine per day was 100. While this apparently shows no increase in efficiency between August, 1900, and February, 1914, as a matter of fact there has been an increase in the tonnage brought about by the increased capacity and heavier loading of equipment. To illustrate this fact, Mr. Bruce cited the Annual Reports of the Louisville & Nashville Railroad Company which show that in the year 1900 the average number of tons per loaded car was 16.58, while in the fiscal year, ending June 30, 1913, the average was 30.39, an increase of 83.3 per cent, and he stated that what is true of the Louisville & Nashville tonnage, as shown by its Annual Reports, is in his opinion, true of the tonnage handled through the Nashville terminals.

He further said that under the present arrangement of handling all the business of both roads by one organization in a centrally located yard, they have been able to get the through business through the terminals and to classify and deliver the city business with far less delay than would be possible by separate forces using the same facilities. The arrangement has also eliminated the delay of transferring the through business between widely separated yards and the delay of in-

terchanging the business between the two lines at a common point off the main line of traffic. Under the old arrangement all Louisville & Nashville trains arriving in East Nashville to be classified at that point, and again at South Nashville and all through business for the Nashville, Chattanooga & St. Louis delivered on interchange track at Clay Street, from which point it was moved to the Nashville, Chattanooga & St. Louis Broad Street yard, and there reclassified by them. Now one classification of trains suffices for both roads.

Mr. Bruce expressed the opinion that it would be practically impossible to satisfactorily handle the city business by separate forces. There is a number of large industries who ship out daily from ten to thirty loads each, and with one engine switching Nashville, Chattanooga & St. Louis business and another engine switching Louisville & Nashville business the loading and unloading of cars at any large industry would be interfered with very seriously and would no doubt operate to increase the labor expenses of in handling their business as well as to delay the movement of their cars to
414 destination.

For instance, during certain seasons of the year we have a very heavy movement of fertilizer from the different factories in Nashville, notwithstanding this is a low grade traffic, it has got to be moved within a very short period because the farmer will not order until he is about ready to prepare his ground and then he is governed largely by weather conditions, and can not stand any delays. As the result of these conditions the fertilizer manufacturers are continually hammering the railroad, not only to get in a plentiful supply of empties but to move out the loads to their destination with the least possible delay, and it would not be possible to give anything like as good service as we are giving on this traffic at this time, if each of these roads attempted to serve these industries separately with their own engines.

Mr. Jouett: Mr. Bruce, please state how many industries are served by the Nashville Terminals within this Nashville Terminal District by joint facilities of the two roads?

Mr. Bruce: I file as Bruce's Exhibit No. 3 a list, consisting of three pages, of industries located on Nashville Terminals tracks (Louisville & Nashville and Nashville, Chattanooga & St. Louis), showing location number and character of business. This list embraces
415 the industries that are reached exclusively by the

Nashville Terminal tracks and are not reached by the tracks of the Tennessee Central Railroad. The number of industries on this list is 170.

(The statement in question so identified was received in evidence and thereupon marked Defendants' Exhibit No. 3, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

BRUCE'S EXHIBIT 3.

LIST OF INDUSTRIES LOCATED ON NASHVILLE TERMINAL TRACKS
(N., C. & ST. L. R'Y AND L. & N. R. R.), SHOWING LOCATION NUMBER
AND CHARACTER OF BUSINESS.

Location Numbers.	NAME OF INDUSTRY.	CHARACTER.
243	Ahrens & Ott Manufacturing Co.	Plumbing and Mill Supplies
582	Alford Lumber Co.	Lumber Manufacturers and Dealers
553	American Hardwood Lumber Co.	Lumber Manufacturers and Dealers
328	American Syrup & Preserving Co.	Syrup Manufacturers
109	Anchor Spring & Bedding Co.	Mattress Manufacturers
401	Andrews, M. L.	Coal, Coke and Wood
164	Atlas Paint Co.	Paints, Oil and Glass
331	Bailey, A. C. Coal Yards.	Fuel Dealers
331	Bissinger, M. & Co.	Hides, Pelts and Fur Dealers
207	Board Prison Commissioners.	-----
565-570	Bond, E. M. Furniture Co.	Furniture Dealers
312	Bradford Wholesale Furniture Co.	Furniture Dealers
449	Buchanan Bros	Planing Mills
581	Bush & Co., W. G. (E. Nashville)	Brick Manufacturers
121	Capitol City Construction Co.	Contractors Concrete
156	Carmichael Bruce	Lumber Manufacturer and Dealer
507	Carter Shoe Factory.	Shoe Manufacturers
101	Cash, R. L.	Contractor Concrete
349	Cassetty, Jas. T.	Coal Dealers
401	Cayce Transfer Co.	Express, Dray and Transfer
406-415	Chattanooga Bakery Co.	Bakers
243	Cheek, C. T. & Son	Wholesale Grocers
243	Cheek Neal Coffee Co.	Coffee Dealers—Wholesale
243	Chestnut Lumber Co.	Lumber Manufacturers and Dealers
510	Coleman Tompkins & Co.	Wholesale Grocers
243	Colley, E. S. Coal Yards.	Fuel and Ice Dealers
182	Conquest Coal Co.	Fuel Dealers
311	Cornelius Newbill & Co.	Retail Grain and Feed Dealers
321	Crozier, W. H.	Grain Dealers
585	Cumberland Foundry & Mfg. Co.	Foundry and Manufacturing Co.

Location Numbers.	NAME OF INDUSTRY.	CHARACTER.
110	Davidson Hicks Green Co.	Lumber—Mill Work and Interior Finish
120	Dorris & Sons, E. A. & J. W. Jordan & Co.	Feed and Grain Dealers
557	Dorman, C. W. Coal Yards	Fuel Dealers
335	Douglas, Samuel G. & Co.	Wholesale Flour, Feed and Grain Dealers
243	Eagle Candy Co.	Candy Manufacturers
243	Fall, J. H. & Co.	Wholesale Hardware Dealers
106	Farris Lumber Co.	Lumber Dealers
519	Federal Chemical Co.	Fertilizer Manufacturers
243	Fletcher & Wilson Coffee Co.	Coffee Roasters and Dealers
556	Fletcher Manufacturing Co.	Furniture
207	Foss Schneider Brewing Co.	Brewers Agencies
452	Foster, Creighton & Gould Co.	Bridge Contractors and General Contractors
456	Foy Proctor Co.	Bridge Builders and General Contractors
456	Gallegher, Thomas	Brewers
306	Gerst, Wm. Brewing Co.	Wholesale Grain Dealers
530	Gillette Grain Co.	Lumber Mills
129	Graves & Gilliland	Stoves—Saddlery
565	Gray & Dudley Hardware Co.	Coal Dealers
518	Green, A. Coal Yard	Live Stock Dealers
435	Guyton, Harrington Mule Co.	Grain Dealers (Wholesale)
529	Hale, J. R. & Son	Lumber Manufacturers and Dealers
188	Hamilton Lumber Co.	Merchandise Brokers
243	Hanks Smith & Co.	Builders Supplies
150	Hardison, W. T. & Co.	Retail Grain and Feed Dealers
131	Hardison Sand Track	Retail Grain and Feed Dealers
328	Harsh, Alex. Co.	Hosiery Manufacturers
335	Harsh Grain Co.	Box Manufacturers
565	Hartford Hosiery Mills	Lumber Manufacturers and Dealers
159	Howington Box & Co.	Fuel and Ice Dealers
141	Hunt, Washington & Smith	Ice Manufacturers and Dealers
208	Icing Station	Lumber Manufacturers and Dealers
333	Ignatz and Frisch	Fuel and Ice Dealers
434	Independent Ice Co.	Ice Manufacturers and Dealers
119	Indiana Lumber Co.	Lumber Manufacturers and Dealers
505	Inman Bros	Builders Supplies
526	Interstate Phosphate Co.	Fertilizer Manufacturers
305	Jung Brewing Co.	Brewers Agencies
329	Just Milling & Feed Co.	Wholesale Flour, Feed and Grain Dealers
181	Kaufman, W. B.	Fuel Dealers

504	King, S. W. Coal Yards	Coal
145	Kirkpatrick, J. O. & Son	Lumber Manufacturers and Dealers
126	Lanier Bros	Retail Grain and Feed Dealers
207	Leftwick, W. M. & Co.	Contracting Engineers
172	Leming, M. E.	Pole and Log Dealer
134-150	Lewis, E. T. & Co.	Brick Manufacturers
301-309 }	Liberty Mills	Flour Mills
317	Lieberman, Loveman & O'Brien	Lumber Manufacturers and Dealers
343	Love Boyd & Co.	Lumber Manufacturers and Dealers
135	Lovenhardt & Co.	Lumber Manufacturers and Dealers
105	Lowe, F. G.	Produce
179	Lucas Coal Co., A. J.	Fuel Dealers
461	Lucas Coal Co., A. J.	Lumber Manufacturers and Dealers
143	McCowan Lumber Co.	Grain Dealers
421	McEwen, J. A. & Co.	Lumber Manufacturers and Dealers
114	McIlvain, J. Gibson & Co.	Coal Dealers
580	Maddox, John	Coal Dealers
207	Mahoney, Thomas	Automobile Manufacturers
417	Marathon Motor Works (No. 1)	Wholesale Grocers
243	Matthews Phillips & Co.	Hosiery Manufacturers
328	Mays Hosiery Co.	Coal Dealers
157	Memphis Coal Co.	Pole Dealers
143	Merideth, J. P. Cedar Co.	Laundry
136	Model Steam Laundry	Planing Mills
301	Moore, Geo. & Sons	Lumber Manufacturers and Dealers
584	Moreford Lumber Co. (Lumber Yards)	Clothing, etc.
565	Monarch Mfg. Co.	Coopers
328	Moseley Cooperage Co.	Merchandise Brokers
243	Napier Cheatham & Co.	Beef and Pork Packers
177	Nashville Beef & Provision Co.	Bridge Builders
138	Nashville Bridge Co.	Chair Manufacturers
142	Nashville Chair Co.	Stone
108	Nashville Cut Stone Co.	Paints
421	Nashville Durbon & Carbon Co.	Hardwood Flooring Dealers
525	Nashville Hardwood Flooring Co.	Railway, Light, Power and Heating Co.
118	Nashville Railway & Light Co.	Grain Elevator
325	Nashville Warehouse & Elevator Co.	Woodenware
243	Nashville Warehouse & Elevator Co.	Woolen Mills
413	Nashville Woolen Mills	Casket and Coffin Manufacturers
122	National Casket Co.	Wholesale Grain Dealers
321	Neil & Shofner Grain Co.	Beef and Pork Packers
192	Neuhoff Abattoir & Packing Co.	Stone
450	Newsom Cut Stone & Quarry Co.	

Location Numbers.	NAME OF INDUSTRY.	CHARACTER.
405	Noel & Co.-----	Cold Storage, Ice and Lard
345	Norvill & Wallace-----	Lumber Manufacturers and Dealers
310	Onan, John Stone Co.-----	Stone
520	Osborne, J. F. Coal Yards-----	Coal Dealers
206	Overton & Bush-----	Coal Dealers
112	Peter, J. H. & Co.-----	Marble and Granite Works, Stone
243	Phillips Trawick Co.-----	Cigar, Tobacco and Grocery Dealers
243	Pilcher, M. B. & Co.-----	Merchandise Brokers
401-410	Pinner Coal Co.-----	Coal Dealers
308	Pintsch Compressing Co.-----	Gas Dealers
111	Polar Ice Co.-----	Coal and Ice Dealers
127	Ragsdale, Baxter, Morford Co.-----	Lumber Manufacturers and Dealers
558	Ralston Parina Mills-----	Feed
441-447 }	Ransom, John B. & Co.-----	Lumber Manufacturers and Dealers
449-540 }		
541-545 }		
535	Reed Phosphate Co.-----	Fertilizer Manufacturers
424	Reuther Scanlon Handle Co.-----	Handle Manufacturers
319	Reid & L. T.-----	Wholesale Grain Dealers
321	Riley, J. F.-----	Grain Dealers
344	Robinson-McGill Carriage Co.-----	Carriage and Wagon Mfrs. and Dealers
507	Rock City Paper Box Co.-----	Paper Bag and Box Manufacturers
116	Rock City Spoke Co.-----	Spoke and Handle Manufacturers
335	Rose, C. E.-----	Retail Grain and Feed Dealers
303	Rose, G. P. & Co.-----	Wholesale Grain Dealers
328	Rothschild Mfg. Co.-----	Furniture Manufacturers
146	Ryman Elevator-----	Grain Elevator
125-176 }	St. Bernard Coal & Mining Co.-----	Coal Dealers
307-454 }		
207	Samuels & Blum-----	Junk Dealers
243	Shelby Biscuit Co.-----	Bakers
546	Southern Cut Stone & Monument Co.-----	Marble and Granite Works
181	Southern Foundry-----	Founders
130	Southern Ice Co. (E. Nashville)-----	Ice Manufacturers and Dealers
137-140	Southern Lumber & Mfg. Co.-----	Lumber Manufacturers and Dealers
207	Southern Roofing & Paving Co.-----	Roofing and Paving Contractors
142	Standard Furniture Co.-----	Furniture Manufacturers
319	Stump, Phillip P. Co.-----	Grain Warehouse
177	Swift & Co.-----	Beef and Pork Packers

550-551	Tennessee Chemical Co.	Chemical and Fertilizer Manufacturers
327	Tennessee Cotton Oil Co.	Oils
521-528	Tennessee Grain Co.	Wholesale Grain Dealers
565	Tennessee Harness Co.	Harness Manufacturers and Dealers
111	Tennessee Oak Flooring Co.	Lumber Manufacturers and Dealers
580	Tennessee Metal Culvert Co.	Metal Culverts
563	Tennessee Shoe Manufacturing Co.	Shoe Manufacturers
243	Tritchier Phillips & Co.	Wholesale Produce Dealers
135	Uncle Hiram Roofing Co.	Roof and Paving Contractors
437	Union Stock Yards	Stock Yards
443	Western Union Telegraph Co.	Telegraph Co.
537	West Nashville Coal & Ice Co.	Coal and Ice Dealers
510	West Nashville Scrap Iron & Metal Co.	Junk Dealers
449	Weyman Bruton Co.	Snuff Manufacturers
335	Whitehouse & Dyer	Staves and Heading
554	White Trunk & Bag Co.	Trunk Manufacturers
136	Whitsett Bush Grain & Feed Co.	Retail Grain and Feed Dealers
439	Wilkes, J. H. & Co.	Wholesale Grain Dealers
144	Wistar Underhill & Nixon	Lumber Manufacturers and Dealers
335	Woodruff Broom Works	Broom Manufacturers

Nashville, Tenn., March 24, 1914.

Mr. Bruce: I also file as Bruce's Exhibit No. 4, a list of industries located on the tracks operated jointly by the Nashville Terminals and by the Tennessee Central Railroad, the number of industries being 21.

(The statement in question so identified was received in evidence and thereupon marked Defendant's Exhibit No. 4, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

BRUCE'S EXHIBIT 4.

LIST OF INDUSTRIES LOCATED ON TRACKS OPERATED JOINTLY BY
NASHVILLE TERMINAL CO. AND TENNESSEE CENTRAL R. R.

Location No's.		NAME OF INDUSTRIES.	CHARACTER.
N. T.	T. C. R. R.		
157	465	Barrett Manufacturing Co.	Tarvina Road Preservation and Dust Preventative
152	460	City Electric Light & Power Co.	Electric Light, Power and Heating
164	473	Consolidated Gas Purification Co.	Contractors, Plasters, Concrete Paving and Building Materials
160	467	Cooper & Ferguson	Cotton Brokers
173	488	Grantland Cotton Co.	Potteries
448	402	Harley Pottery Co.	Brewers
151	461	Hauck, John Brewing Co.	Coal Dealers
		(C. T. Williams, Agent.)	Stoves and Tin Mfgs. and House Furnishing Goods
481	424	Hermitage Coal Co.	Mill and Grain Elevators
167	470	Jones & Hopkins Mfg. Co.	Stone
185	484	Jones, J. A. & O. L. Mill & Elevator.	Grain Elevators
165	476	Kerr, J. W. & S. S.	Wholesale Bag and Paper Dealers
481	424	Lightman Stone Co.	Builders Supplies
173	485	Morgan & Hamilton Co.	Coke, Gas and Heating Co.
162	111	Nashville Builders Supply Co.	Light and Power
153	453	Nashville Gas & Heating Co.	Light and Power
186	483	Logan & Co.	Flour and Grist Mill
148	460	Nashville Railway & Light Co.	Wholesale Meats
149		Nashville Railway & Light Co.	Wholesale Grain Dealers
166	477	Nashville Roller Mills.	
154	455	Sulzberger Sons Co.	
186	483	Tate, W. R.	

Nashville, Tenn., March 23, 1914.

Mr. Bruce: I also file as Bruce's Exhibit No. 5, a list of industries reached by separate tracks of the Nashville Terminals and Tennessee Central Railroad, the number being 31.

(The statement in question so identified was received in evidence and thereupon marked Defendants' Exhibit No. 5, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

BRUCE'S EXHIBIT 5.

LIST OF INDUSTRIES REACHED BY SEPARATE TRACKS OF NASHVILLE
TERMINALS AND OF TENNESSEE CENTRAL R. R.

Location No's.		NAME OF INDUSTRIES.	CHARACTER.
N. T.	T. C. R. R.		
183	441-B	American Bread Co.	Bakers
169	475	Baker Jacobs Lumber Co.	Lumber Manufacturers and Dealers
404	433	Booth Fisheries Co.	Fish, Oyster and Game Dealers
404	435	Butord Bros.	Hardware, Stoves and Tinware
171	480	Bush, W. G. & Co. (North Nashville)	Brick Manufacturers
183	441-A	City Grain & Feed Co.	Grain and Feed
183	441-A	Cherokee Mills	Flour and Grist Mills
155		Columbia Grain Co.	Grain Dealers
163	472	Dunlap Lumber Co.	Lumber Manufacturers and Dealers
161	466	Ewing & Gilliland	Lumber Manufacturers and Dealers
400	430	Ford Flour Co.	Flour and Grist Mills
446	405	Gray & Dudley Hardware Co.	Hardware
155		Greenwood Mill & Elevator Co.	Grain Elevator
155		Herbert, T. L.	Builders Supplies
408	437	International Harvester Co.	Machinery Manufacturers and Dealers
438	407	Jamison Furniture Co., H. D.	Mattress Manufacturers
175	452	Keith Simmons & Co.	Hardware
414	404	McLean, I. F.	Lumber Manufacturers and Dealers
404	432	Naive Spillers & Co.	Wholesale Produce Dealers
170	478	Nashville Abattoir Hide & Melting Association	Abattoirs
158	462	Nashville Gas & Heating Co.	Gas Dealers
180	479	Nashville Spoke & Handle Co.	Handle Manufacturers
423	417	Phillips & Buttort Mfg. Co.	Hardware
425	418	Phillips & Buttort Mfg. Co.	Hardware
413	406	Ransom, J. B. & Co.	Lumber Manufacturers and Dealers
169	475	Scheffer Jos. Lumber Co.	Lumber Manufacturers and Dealers
184		Southern Ice Co. (Howe Plant)	Coal and Ice Dealers
409	420	Standard Oil Co. of Louisiana.	Oil and Grease
347	II-4	State Fair Grounds.	Fair Grounds
409	420	Tennessee Heel Co.	Heels, Shoe
407		Weyman Bruton Co.	Snuff Manufacturers

Nashville, Tenn., March 23, 1914.

Mr. Bruce: This list totals up 222 industries.

For easy reference, I have had prepared and also file as Bruce's Exhibit No. 6, a map on which the industries included in these various lists are shown by their location numbers, in other words, the location number given opposite each industry on the list will enable anyone to find the location of such industry on the map.

(The statement in question so identified was received in evidence and thereupon marked Defendants' Exhibit No. 6, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

Mr. Bruce: On this map, which is in two sheets, the Louisville & Nashville tracks are shown in yellow, the Nashville, Chattanooga & St. Louis tracks are shown in red, and the Louisville & Nashville Terminal tracks are shown in green. Some of these tracks colored in green are located on Nashville, Chattanooga & St. Louis property and some on Louisville & Nashville property. This was explained fully by Mr. Trabue and I have shown the whole Louisville & Nashville Terminal Company in green on this map simply for convenience.

417 These lists of industries have been carefully revised up to date and, to the best of my knowledge and belief, are correct.

Mr. Jouett: Please state from such data as you may have the car capacity of the industrial tracks on the Nashville Terminals and on the Tennessee Central Railroad.

Mr. Bruce: I file as Bruce Exhibit No. 7 a map which shows in yellow the main lines and industrial tracks within the switching limits of the Louisville & Nashville Railroad, and, in red, the similar tracks of the Nashville, Chattanooga & St. Louis Railway, and, in green, similar tracks of the Louisville & Nashville Terminal Company.

(The map in question so identified was received in evidence and thereupon marked Defendants' Exhibit No. 7, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

Mr. Bruce: These tracks, colored in yellow, red and green, constitute the Nashville Terminals. The map also shows, in black, the main tracks and industrial tracks of the Tennessee Central Railroad. Opposite each industrial track is shown the car capacity of said track and attached to the map is a recapitulation which shows that the capacity of the tracks of industries located
418 exclusively on the Nashville Terminals in 2,340 cars, while the capacity of the tracks of industries

BRUCE'S EXHIBIT No. 8.

STATEMENT SHOWING DETAIL OF CHARGES TO OPERATING EXPENSES, L. & N.
AND N., C. & ST. L. TERMINAL FOR SIX MONTHS ENDING JANUARY 31, 1914.
SUBDIVIDED BETWEEN PASSENGER TRAFFIC—THROUGH—
CITY FREIGHT TRAFFIC.

MAINTENANCE OF WAY AND STRUCTURES.

	Column (A) Charged to Passenger Traffic.	Column (B) Charged to Through and City Traffic.	Column (C) Charged to City Traffic. (only).	Column (D) Charged to Through Traffic (only)
Superintendence	\$ 228.60	\$ 3,483.98		
Ballast	16.97	273.60		
Ties	549.39	17,980.69		
Rails	105.83	3,315.22		
Roadway and Track	1,270.28	19,948.88		
Other Track Material	1,539.66	12,614.22		
Cleaning Right of Way	219.22	3,845.91		
Bridges, Trestles and Culverts	327.39	5,507.54		
Over and Under Grade Crossings	136.63	2,037.64		
Grade Crossings, Cattle Guards, etc.	23.82	362.14		
Right of Way Fences	79.08	1,164.11		
Signal and Interlocking Plants	550.17	8,329.53		
Telegraph and Telephone Lines	51.60	787.31		
Water Stations	26.00	418.23		
Fuel Stations	237.32	570.94		
Shops, Engine Houses, etc.	246.48	592.94		
Station Office and other Buildings	10,768.71	(G) 3,354.95	\$ 24.50	
Roadway Tools and Supplies	49.08	748.97		
Injuries to Persons	22.81		108.49	
Stationery and Printing	3.02	43.09		
Maintaining Joint Tracks Yards, etc. "Dr." ..	7.10			
Maintaining Joint Tracks Yards, etc. "Cr" ..				
TOTALS	\$ 16,459.16	\$ 85,280.86	\$ 132.99	

MAINTENANCE OF EQUIPMENT.

	Column (A)	Column (B)	Column (C)	Column (D)
Superintendence	\$ 233.27	\$ 3,310.35		
Steam Locomotives, Repairs	1,441.19	21,951.05		
Steam Locomotives, Renewals				
Steam Locomotives, Depreciation	403.96	6,153.82		
Passenger Train Car Repairs	(F) 4,928.57			
Freight Train Car Repairs			(F) 14,618.39	(F) 17,342.01
Freight Train Car Renewals				
Freight Train Car Depreciation				
Shop Machinery and Tools (E)				
Injuries to Persons				
Stationery and Printing	13.13	199.88		
TOTALS	\$ 7,020.12	\$ 31,615.10	\$ 14,618.39	\$ 17,342.01

For explanation of references, see Sheet 3.

TRANSPORTATION EXPENSES.

	Column (A) Charged to Passenger Traffic.	Column (B) Charged to Through and City Traffic.	Column (C) Charged to City Traffic. (only).	Column (D) Charged to Through Traffic (only)
Superintendence	\$ 259.04	\$ 3,946.42		
Dispatching Trains	1,256.10			\$ 3,383.90
Station Employees	21,996.38		\$ 17,592.28	2,454.49
Weighing and Car Service Ass'ns			1,040.18	
Station Supplies and Expenses	12,387.47		1,448.68	
Yardmasters and their Clerks		32,096.15	5,225.00	
Yard Conductors and Brakemen	7,683.41	117,207.54		
Yard Switch and Signal Tenders	1,214.34	18,833.26		
Yard Supplies and Expenses	384.48	5,928.67		
Yard Enginemen	3,972.06	58,945.67		
Engine House Expenses—Yard	535.25	8,163.20		
Fuel for Yard Locomotives	3,127.66	46,060.96		
Water for Yard Locomotives	150.16	2,268.21		
Lubricants for Yard Locomotives	59.09	886.23		
Other Supplies for Yard Locomotives	136.42	2,077.91		
Train Supplies and Expenses	2,100.85	462.43		6,188.00
Crossing Flagmen and Gatemen	281.48	4,282.57		
Drawbridge Operation	33.49	509.44		
Clearing Wrecks	25.27	944.09		
Telegraph and Telephone Operation	196.52	3,000.09		
Stationery and Printing	145.16	2,213.73		164.64
Loss and Damage Freight		1542.10		38.65
Loss and Damage Baggage	318.77			
Damage to Property		866.13		
Damage to Stock on Right of Way		103.92		
Injuries to Persons	2,612.79	1,026.98		
Injuries to Employees	73.00	10,131.06		10.50
Operating Joint Track and Facilities "Dr"			28.64	
Operating Joint Track and Facilities "Cr"			104.25	
TOTALS	\$ 58,949.19	\$325,364.76	\$ 14,266.53	\$ 12,240.18

GENERAL EXPENSES

	Column (A)	Column (B)	Column (C)	Column (D)
Cost of paying Terminal Pay-rolls	\$ 20.24	\$ 308.71		
Law Expenses	49.30	758.27		
Pensions		270.00		
Other Expenses .....	.42	6.98		
TOTALS	\$ 69.96	\$ 1,343.96		
Add 5% of Maintenance, Way and Structures,				
Add 5% of Maintenance of Equipment,				
Add 5% of Transportation Expenses,				
to cover proportion of General Expenses not allocated	4,121.42	25,043.04		
TOTALS	\$ 4,191.38	\$ 26,387.00		

For references see Sheet 3.

	Column (A) Charged to Passenger Traffic.	Column (B) Charged to Through and City Traffic	Column (C) Charged to City Traffic (only).	Column (D) Charged to Through Traffic (only)
Maintenance of Way and Structures.....	\$ 16,459.16	\$ 85,280.86	\$ 132.99	
Maintenance of Equipment.....	7,020.12	31,615.10	14,618.39	\$ 17,342.01
Transportation Expenses.....	58,949.19	325,364.76	14,266.53	12,240.18
General Expenses.....	4,191.38	26,387.00		
TOTAL.....	\$ 86,619.85	\$468,647.72		
DISTRIBUTION OF COLUMN "B."				
Charged to Handling City Traffic 78.34%.....			367,138.63	
Charged to Handling Through " 21.66%.....				101,509.09
TOTAL.....			\$396,156.54	\$131,091.28
Number of Cars handled.....			95,958	103,322
Average Cost, per Car.....			\$ 4.128	\$ 1.269

(E)—None directly charged. Included in bills against Terminals for repairs to equipment.

(F)—Includes cost of repairs to cars damaged in accidents and cost of inspection only.

(G)—Does not include \$1,506.65 for maintenance of Nashville Freight Station.

†—These items include only the amounts chargeable direct to handling Carload City Traffic (viz.: Expense of Agencies at West, South and East Nashville). The following expenses of L. & N. and N., C. & St. L. Agencies at Nashville (proper) were not taken into account, though a part of this expense is properly chargeable to Carload City Traffic:

Station Employees, Freight.....\$107,106.75
Station Supplies and Expenses.....9,636.52

\$116,743.27

‡—Includes only such Loss and Damage as resulted from Accidents for which Joint Employees were responsible. Nashville, Tenn., March 25, 1914.

STATEMENT SHOWING PERCENTAGES FOR DISTRIBUTION OF EXPENSES BETWEEN CITY AND THROUGH FREIGHT TRAFFIC, COLUMNS "C" AND "D" OF EXHIBIT ATTACHED.

DISTRIBUTION OF TIME OF YARD CREWS BREAKING UP AND MAKING UP FREIGHT TRAINS.

	Number of Cars.	Number of Cars.	Per Cent.
City cars loaded, handled inbound.....		50,720	
City cars loaded, handled outbound.....		40,630	
TOTAL CITY CARS.....		91,350	46.925
Through cars loaded, handled inbound.....	103,307		
Through cars loaded, outbound.....	103,337		
	206,644		
Less one-half on account of these Yard Engines handling through cars on arrival only.....	103,322	103,322	53.075
Total number handled by Engines breaking up and making up trains.....		194,672	100.00%

DISTRIBUTION OF TIME OF ALL YARD CREWS HANDLING FREIGHT TRAFFIC.

	Hours.	Handling Through Cars. Hours.	Handling City Cars. Hours.
Crews breaking up and making up freight trains.....	149,258.2		
46.925 per cent charged to CITY CARS.....			70,039.4
53.075 per cent charged to THROUGH CARS.....		79,218.8	
Crews handling City Cars exclusively.....	216,541.2		216,541.2
Total time of crews handling freight cars.....	365,799.4	79,218.8	286,580.6
Per cent charged to THROUGH CARS.....		21.66	
Per cent charged to CITY CARS.....			78.34



located exclusively on the Tennessee Central Railroad is 617 cars. It also shows that the capacity of the tracks of industries located jointly on tracks operated by the Nashville Terminals and the Tennessee Central Railroad is 191 cars and the capacity of tracks of industries having separate tracks from the Nashville Terminals and the Tennessee Central Railroad is 273 cars.

Mr. Jouett: If you have made any calculation of the cost of the terminal service involved in the handling of cars to and from industrial locations within the Nashville Terminals, please state what that cost is and explain in detail how it was arrived at?

Mr. Bruce: From investigations I have caused to be made, I have ascertained that the average cost per car for handling city traffic in the Nashville terminals is \$4.128.

In explanation of the method of obtaining this cost, I file as Bruce's Exhibit No. 8, a statement—three sheets—setting forth in detail the operating expenses of the Nashville Terminals by primary accounts for the six months ending January 31, 1914, sub-divided between passenger traffic, through and city freight traffic.

(The statement in question so identified was received in evidence and thereupon marked Defendants' Exhibit No. 8, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

Mr. Bruce: In the distribution of these expenses, all the charges which could be directly assigned to the passenger traffic were charged to that traffic and all expenses which could be directly assigned to the freight traffic were charged to that traffic. The expenses common to both classes of service were distributed between passenger and freight traffic on the basis of use made by each class of service measured by the hours of time devoted to each class of traffic by the yard crews.

Having obtained the total amount of expenses assignable to the freight traffic a further sub-division was made of such expenses as between that chargeable to the through traffic and that chargeable to the city traffic. All expenses which it was possible to directly assign to the city traffic were so assigned and are shown in Column "C." All expenses chargeable exclusively to the through traffic were charged to that traffic and are shown in Column "D." The freight expenses that are common to both through and city traffic are shown in column

The expenses shown in this statement are the expenses charged in the operating expense accounts of the Nashville terminals for the six months referred to.

I will state that in our regular distribution of expenses, we, each month, assign certain expenses direct to the passenger traffic and direct to the freight business. In the case of maintenance of way and structure block, the cost of maintaining all facilities used exclusively by the passenger traffic are charged direct to passenger and the cost of maintaining all facilities used exclusively by the freight traffic are charged direct to that traffic. The same is true with respect to the maintenance of equipment, transportation and general expenses.

On page 3 of this statement a recapitulation is shown of the total expenses and the total of the amount shown in Column B, \$468,647.72, which is common to both through and city traffic, is apportioned to Column C, city traffic, and Column D, through traffic, in the following manner:

As shown by the typewritten statement attached to the Exhibit, the total number of loaded city cars inbound and outbound was 91,350; the total number of through cars inbound and outbound was 206,644. As through cars are only handled once by the crew assigned to
 421 the breaking-up and making-up of trains, that is upon their arrival, the total number of inbound and outbound through cars has been divided by two to arrive at the number of through cars handled by these break-up switching crews, which, as shown by the statement, was 103,322, making the total number of cars handled by crews making-up and breaking-up trains 194,672 of which the city cars represented 46.925 per cent and the through cars 53.075 per cent. The total number of hours worked by crews making-up and breaking-up trains for the six months period was 149,258.2 hours. Apportioning this time to handling through cars and city cars on the percentages quoted above, 53.075 per cent, or 79,218.8 hours, is charged to handling through cars, and 46.925 per cent or 70,039.4 hours, was charged to handling city cars. The total number of hours the crews engaged in handling city freight cars exclusively during this period was 216,541.2, making the total time of crews handling freight cars for the through service 79,218.8 hours, for handling city cars 286,580.6 hours, a grand total of 365,799.4 hours, of which the time required in handling through freight cars represented 21.66 per cent and the

time required in handling city freight cars represented 78.34 per cent.

422 The total expenses common to both through and city traffic, as shown by Column B on sheet three of the exhibit, \$468,647.72, was distributed on the basis of the foregoing percentages. Assigning to the city traffic 78.34 per cent or \$367,138.63 and to handling through traffic 21.66 per cent, or \$101,509.09, a total expense chargeable to the city freight traffic, as shown by column C, \$396,156.54, and as chargeable to the through traffic, as shown by column D, \$131,091.28.

The total number of loaded cars handled in the city traffic for the six months period was 95,958 and by dividing this number into the total expense incident to the city traffic, \$396,156.54, produces an average cost per car of \$4.128, approximately \$4.13.

Attention is called to the fact that there has been omitted from the transportation block of expenses for charges to station employees, freight, \$107,106.75 and to stations' supplies and expenses \$9,636.52, or a total of \$116,743.27, which were incurred in handling the carload and less than carload traffic of the Louisville & Nashville and Nashville, Chattanooga & St. Louis agencies at Nashville proper, and while this entire amount has been omitted from the expenses in arriving at the average cost of \$4.13 per car, a proportion

423 of this \$116,743.27 is properly chargeable to the carload city traffic as the expenses include the salaries of team track clerks, carload delivery clerks, waybill clerks, freight bill clerks, cashier and accountant, who all handle, to some extent, the city switching as well as the expenses of the agent, who gives general supervision over said clerks.

The operating expenses of the terminal do not include any depreciation for maintenance of way and structure.

Attention is called to the block of general expenses or page 2 of the Exhibit and it will be noted that there are only four small items charged through our accounts in this block of expenses. I have therefore added to the total charges of maintenance of way and structure block, maintenance of equipment block and transportation expenses, 5 per cent to cover a proportion of general expenses not embraced within the operating expense accounts of the terminal, for the reason that the general officers of the Nashville, Chattanooga & St. Louis Railway and Louisville & Nashville Railroad devote a considerable portion of their time to the affairs of the Ter-

terminal Company without charge, and, in ascertaining the cost of service, it is proper to include a proportion of such expenses.

424 In arriving at this charge of five per cent I made investigations of numerous terminal companies and from a tabulation of the operating expenses of sixteen of such companies ascertained that the block of general expenses was 6.365 per cent of all other expenses and I therefore added five per cent as shown on this statement to make the general expenses fairly representative. Taken from Poor's Manual 1913 issue.

Mr. Jouett: You have stated the average cost of \$4.13 per car. Does this amount include anything other than the operating expenses which you have just referred to?

Mr. Bruce: The average cost for handling a car, given by me, does not include any charge for taxes, interest on bonded debt, depreciation or maintenance of way and structures, hire of locomotives, etc. It is proper to state that the amounts shown in the transportation block of expenses for loss and damage freight includes only such losses and damage as resulted from train accidents which were brought about by negligence of joint employees. Any other losses occurring in Nashville are assumed by the individual lines.

It is a well-known fact that a very large proportion of loss and damage freight arises while cars are in the terminals.

425 We have not included all of the items of
426 expense, such as overhead expense, the valuation of property, interest on property, nor, have we included, as I have stated, in answer to the last question, any portion of the expenses of the two large freight stations, a great portion of which, in my opinion, is properly chargeable to the handling of city business. So far as the charges of the agent and his force go, in connection with the handling of cars passing through Nashville, from one point to another on the Louisville & Nashville or the Nashville, Chattanooga & St. Louis Railway, that force could be entirely eliminated. The accounts on the through business are handled on interline billing, and the accounts are handled by the auditors of the roads interested, so that practically all of the—well, in fact, all of the time of the employees of the local freight stations are devoted to looking after city business, but not all of that could be charged to switch-

ing and a large portion of it could be charged to attention given to the movement of city business.

Mr. Jouett: And if I understand you, if the overhead charges were added to what you have described, it would be even greater than \$4.13?

Mr. Bruce: Yes, sir.

Mr. Jouett: Now, my question is this: How do you account then, for the fact that the charge in Nashville is only \$3, and that there is a corresponding-
427 ly low charge at other cities?

Mr. Bruce: I do not think that the cost of the service of switching cars has ever been taken into consideration in fixing the rates. It has never been discussed by me with anyone having to do with the fixing of the switching charge.

Mr. Jouett: Mr. Bruce, to what extent is interchangeable switching service being performed by the Nashville Terminals organization of the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads and the Tennessee Central Railroad, each for the other?

Mr. Bruce: Each is switching non-competitive business for the other. There is one exception to this rule in the fact that the Tennessee Central switches both competitive and non-competitive grain to and from the Hermitage elevator for the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads. That is covered by Rule 4½ of the Louisville & Nashville tariff and Rule 9 of the Nashville, Chattanooga & St. Louis tariff.

Mr. Jouett: Do you know why the Tennessee Central switches competitive grain to and from the Hermitage elevator and does not switch other competitive traffic for
428 the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads?

Mr. Bruce: I do not know anything more about the matter than that our agents advised me by way of information that the Tennessee Central had agreed to handle business to and from the Hermitage elevator.

Mr. Jouett: Have you ever been informed by the Tennessee Central or by others that the Tennessee Central handled any other competitive business for the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads?

Mr. Bruce: I have not.

Mr. Jouett: Can you state how many cars of business have been interchanged under this rule in a given period?

Mr. Bruce: During the six months ending January 31, 1914, we received from the Tennessee Central for

placement in our terminals, 952 loads. We also delivered to the Tennessee Central Railroad 196 cars loaded on the tracks of the Nashville Terminal for points reached by the Tennessee Central, making a total of 1,149 loads switched for the Tennessee Central to and from industries on the Nashville Terminals tracks.

During the same period we delivered to the Tennessee Central for placement on their tracks 245 loaded
 429 cars and received from the Tennessee Central 104 cars loaded on Tennessee Central tracks for points on the Louisville & Nashville and Nashville, Chattanooga & St. Louis roads, making a total of 349 cars switched to and from industries on Tennessee Central tracks for the Louisville & Nashville and Nashville, Chattanooga & St. Louis.

Mr. Jouett: Have you a list of the industries located exclusively on the tracks of the Tennessee Central Railroad in Nashville; if so, please file the same with such explanation as you deem proper?

Mr. Bruce: I file as Bruce's Exhibit No. 9, consisting of two pages, showing in list No. 1, the industries on the Basin Alley track of the Tennessee Central Railroad, being 24; also, in list No. 2, the industries located on the Front Street track of the Tennessee Central south of Union Street, being 38; also, on the second page of list No. 3, the industries located on the Tennessee Central Railroad other than shown in lists Nos. 1 and 2, being 25, making a grade total of 87.

(The statement in question so identified was received in evidence and thereupon marked Defendant's Exhibit No. 9, Witness Bruce, received in evidence March
 430 26, 1914, and is attached hereto.)

BRUCE'S EXHIBIT 9.

LIST OF INDUSTRIES ON BASIS ALLEY TRACK OF THE TENNESSEE
CENTRAL RAILROAD (BLOCK No. 1).

List No. 1.

NAME OF INDUSTRIES.	CHARACTER.
Alloway, Ollie	Produce Dealers
American Steam Feed Co.	Stock Feed
Baff, B. & Son.	Poultry and Eggs
Carey Co., The Philip	Roofing
Doss Transfer Co.	Transferring and Storage
Emerson Brantingham Co.	Implements, Buggies, etc
Hardison, W. T. & Co.	Pipe, Cement, etc.
Lefkowitz, J. & Co.	Hides and Wool
Loose Wiles Biscuit Co.	Crackers, etc.
McLemore Crutcher & Co.	Grain and Feed
Morehead and Young	Grain, Hay and Flour
Nashville Creamery Mfg. Co.	Butter, etc.
National Biscuit Co.	Crackers, etc.
Nichols & Shepard Co.	Engines and Thrashers
Price Bass Co.	Storage Warehouse and Coal Yards
Roth, Meyer	Junk Dealers
Sawrie, W. S. & Sons	Brokers and Storage
Southern Warehouse Co.	Warehouse
Tune and Wright	Produce Dealers
Union Carbide Sales Co.	Warehouse
Warren Bros.	Glass Warehouse
Warren Paint and Color Co.	Paint Factory and Warehouse
Werthan and Co.	Scrap Iron
Wizard Products Co.	Floor Clean

LIST OF INDUSTRIES LOCATED ON FRONT STREET FROM OF THE
TENNESSEE CENTRAL RAILROAD (SOUTH OF UNION STREET).

List No. 2.

NAME OF INDUSTRIES.	CHARACTER.
American Paper Box Manufacturing Co.	Paper Boxes
Bearden Carriage Co.	Carriage and Wagon Mfrs. and Dealers
Bennie, Alex & Co.	Notions
Berry, Demoville & Co.	Wholesale Drugs
Brandon Printing Co.	Printers and Stationers
Britt & Roberts.	Wholesale Produce
Clements Paper Co.	Paper
Crutchfield, J. A. & Co.	Hardware
Cumberland Seed Co.	Seed
Deeds & Jordan Buggy Co.	Buggies and Wagons
Derryberry, M. E. & Co.	Wholesale and Retail Grocers
Diehl & Lord.	Bottlers
Enterprise Soap Works.	Soap
Graham Paper Co.	Paper
Green Matthews & Co.	Implements
Henderson, W. T. & Co.	Brokers
Herman Bros.-Lindauer & Co.	Wholesale Dry Goods and Shoes
Hitchcock, L. H. & Son.	Hardware, Seeds, Grain, etc.
Hooper Grocery Co.	Groceries
Lester and Cunningham.	Storage and Transfer
Lipscomb, H. G. & Co. (2 locations)	Wholesale Hardware
McKay & Morgan.	Brokers
McKay Reece & Co.	Hay, Grain and Seed
Montgomery Moore Mfg. Co.	Harness and Saddlery
Nashville Paper Stock Co.	Scrap Paper
Nashville Plumbers & Mill Supply Co.	Plumbing and Mill Supplies
National Aniline Chemical Co.	Laundry Supplies
Nelson, Charles	Wholesale Whiskies
Orr, J. H. & Co.	Wholesale Grocers
Orr Jackson & Co.	Wholesale Grocers
Orr Mizell & Murray Co.	Wholesale Grocers
Phillips & Butterff Mfg. Co.	Hardware and Furnishings
Peard, Geo. Belting Co.	Leather Belting
Riddle, The Co.	Sash, Doors, Paints, etc.
Ryman Line	Office and Warehouse of Steamboat Line
Smith, Herrin & Baird.	Hardware and Furnishings
Southern Woodenware Co.	Woodenware
Webb Manufacturing Co.	Extracts

LIST OF INDUSTRIES LOCATED ON TENNESSEE CENTRAL RAILROAD,
OTHER THAN SHOWN IN LISTS 1 AND 2.

NAME OF INDUSTRIES.	CHARACTER.
Bonner Furniture Manufacturing Co.-----	Furniture
Cowsert and Cowsert.-----	Grain
Cumberland Telephone and Telegraph Co.-----	Pole Yard and Warehouse
Fulcher Brick Co.-----	Brick
Gulf Refining Co.-----	Oils
Hughes, C. M. & Co.-----	Builders Supplies
Independent Snuff Co.-----	Snuff
Indiana Refining Co.-----	Oils and Grease
Island Block Mills.-----	Spokes
Jakes Foundry Co.-----	Foundry
Jones, C. D. & Co. (Hermitage Elevator).-----	Elevator and Warehouse
Adams Grain & Prov. Co. (Hermitage Elevator).-----	Grain Dealers
Lieberman, Loveman and O'Brien.-----	River Saw Mills and Lumber Yards Incline
Merchants Wire Bound Box Factory.-----	Boxes
Nashville Egg Case Filler Co.-----	Egg Case Fillers
O'Bryan Bros.-----	Overall Factory
Osborne, T. J. & Co.-----	Coal
Perry and Lester Stock Yards.-----	Cattle
Star Block Mills.-----	Shuttle Blocks
Tennessee Auto Co.-----	Gasoline
Tennessee Power Co.-----	Electricity
Wade and Kessler.-----	Stock Yards
Water Works.-----	City Pumping Station
Weatherly, Armstead, McKinney Co.-----	Wholesale Dry Goods, Notions, etc.
Weyman Bruton Co.-----	Warehouse

Nashville, Tenn, March 23, 1914.

Commissioner Meyer: We will stop at this point and resume again at two o'clock.

Whereupon at 12:45 o'clock a recess was taken until two o'clock p. m.

431

AFTER RECESS.

TWO O'CLOCK P. M.

W. P. BRUCE resumed the stand.

Commissioner Meyer: I believe you had asked the question, but the witness had answered it.

Mr. Jouett: Please state whether the interchange of switching with the Tennessee Central Railroad favorably or unfavorably affects the operation of the Nashville Terminals.

Mr. Bruce: It affects us unfavorably for the reason that the facilities of the Nashville Terminals are overtaxed in the handling of the business of the Louisville & Nashville and Nashville, Chattanooga and St. Louis Railway, and any switching that we might do for the Tennessee Central, or any other railroad, would only add to our troubles. In other words the switching of the Tennessee Central business at the present time is a burden on these terminals, and if the volume of that business should be increased by throwing open the terminals to all business, or be increased from any other cause, or difficulties would simply be multiplied.

Mr. Jouett: Please explain how the switching of the Tennessee Central business adds to the difficulties of the Nashville Terminals, or in other words why is it more onerous on the Terminals to switch business for the
432 Tennessee Central, or the Louisville & Nashville and Nashville, Chattanooga & St. Louis road?

Mr. Bruce: As previously explained all of the city business has to be handled through the Kayne Avenue train yards, and any business arriving via the Louisville & Nashville or Nashville, Chattanooga & St. Louis is delivered direct with one movement to the assembling yard in the outlying district, whereas in the case of the Tennessee Central business received at the interchange track at Shops Junction has to be moved to the Kayne Avenue yards and from there to the assembling yard of the district to which destined, and from the assembling yard to the final destination, and as we have no return loading for the Tennessee Central cars we have to make the same number of movements to return the empty, whereas in case of cars arriving via the Louisville & Nashville or Nashville, Chattanooga & St. Louis we get a return load

either from the consignee of the inbound load, or somebody else in his vicinity, and consequently there is no return empty movement, except in case of coal cars. To a great many of the industries located in the Nashville Terminals it requires more moves of switch engine and crew to get a car from the Tennessee Central interchange to an industry than to get the same car from the 433 break-up yards of the Nashville Terminals to the same industry. In other words whichever way you take it, the handling of Tennessee Central cars in switch movement in the Terminals involves more terminal service and work and expense than in handling cars of the Louisville & Nashville and Nashville, Chattanooga & St. Louis. I can illustrate this extra work by some maps which I have had prepared, and will file as exhibits to my testimony.

Mr. Jouett: We will file this map as Exhibit No. 10. (The map in question so offered and identified was received in evidence and thereupon marked Defendant's Exhibit No. 10, Witness Bruce, received in evidence March 26th, 1914, and is attached hereto.)

Mr. Bruce: Now, this map shows in red the route traveled by a car switched from the Tennessee Central connection track to the Heuhoff Abbatoir on Front Street, location No. 192.

In that movement the car would be shunted or classified from the connecting track or classification track at Shops Junction and moved from there to Kayne Avenue yards, which would count one movement, and there it is again classified and moved from there along with other cars to the assembling yard in East Nashville, location 434 tion 107, making two movements, and there it is again classified and moved among other cars to the destination 192, making three movements to make the delivery, and requiring the same number of movements to return the empty car.

Mr. Jouett: Right there let me ask you this question: Do you, in speaking of the moves of a car, include the shunting or classifying of the car at the various yards or breaking-up places?

Mr. Bruce: No, sir; that is not included. We count as a movement the movement from one classification to another, or from the train yard—assembling yard, I should say.

Mr. Jouett: And it is a fact that at each of these assembling places the train taking the car is broken up and a new train or cut of cars made up to go to the next one?

Mr. Bruce: Yes, sir. I will explain that when the car reaches Kayne Avenue the engine bringing it there will have cars going in several other directions, and the car for Neuhoﬀ Abbatoir would be switched on with other cars going to the assembling yard in East Nashville. Then when that car gets over in the assembling yard in a cut with other cars, to several destinations in different directions from that assembling yard, and that
 435 makes it necessary to again classify the cars, and get the Neuhoﬀ car, together with other cars going out on the Front Street track or the Adams Street track, or in that direction.

Mr. Jouett: By classified do you mean the making up of a train and then forming a new train?

Mr. Bruce: Yes, sir.

Mr. Jouett: Go ahead.

Mr. Bruce: Now, I will explain the movement of a car to the same destination arriving in a Louisville & Nashville train or a Nashville, Chattanooga & St. Louis train. After the classification it is moved from Kayne Avenue to assembling yard, location 107, making one movement, and from there to the location 192, making two movements, which completes the transaction. And if the car is not loaded back by the shipper, but is left for return load, no empty movement is required.

Mr. Jouett: Do I understand you, then, that the later movement there would be a total of two moves, whereas in the first movement you described there would be six moves?

Mr. Bruce: Yes, sir; that is correct.

Here is another map we will file as Exhibit No. 11.
 436 (The map in question so offered and identified was received in evidence and thereupon marked Defendants' Exhibit No. 11, Witness Bruce, received in evidence March 26th, 1914, and is attached hereto.)

Mr. Bruce: This map shows in red the route traveled by a car received from the Tennessee Central and switched to the tracks of Buchannan Brothers, in West Nashville, location 581.

Now, the classifications that I have explained at the different assembling yards and at the point of connection is the same in all these movements, and to save time, if it is agreeable, I will omit this.

That moves from Shops Junction to the assembling yard, location 522, and from there to its destination, location 583, making two moves and requiring two moves to return the empty.

Now, in the case of a car arriving in Louisville & Nashville or Nashville, Chattanooga & St. Louis trains in the Kayne Avenue yards it would require one movement to get it to the assembling yard in West Nashville, location 527, and one movement to get it to its destination, location 583; no return movement being necessary.

437 Mr. Jouett: Do I understand, then, that the difference in the movements for that service are four movements where it comes over the Tennessee Central and two where it comes over the Louisville & Nashville?

Mr. Bruce: Four movements in the case of the Tennessee Central as against two in the case of the Louisville & Nashville and Nashville, Chattanooga & St. Louis.

This sheet filed as Exhibit No. 12, shows the route traveled and the movements made in moving a car from the Tennessee Central interchange track to J. P. Meredith's pole yard, location 143, East Nashville.

(The document in question so identified was received in evidence and thereupon marked Defendant's Exhibit No. 12, Witness Bruce, received in evidence March 26th, 1914, and is attached hereto.)

Mr. Bruce: It is first moved from Shops Junction to Kayne Avenue train yards, and from there to the East Nashville assembling yard and from there to Meredith's pole yard, location 143, making three movements and requiring the same number of movements to retain the empties, making 6 movements.

438 Mr. Jouett: Do the maps correctly show the mileage or distance traveled by the car in these various switching services?

Mr. Bruce: Yes, sir; there is a note that shows the distance in each movement in both instances, that is, in the case of the Tennessee Central, and the Louisville & Nashville and the Nashville, Chattanooga & St. Louis.

I file as Exhibit No. 13, a map showing in red a route traveled by a car from the Tennessee Central to the St. Bernard Mining Company, location 454. In this instance the car is moved from Shops Junction to Kayne Avenue train yard, from there to the Clay Street assembling yard, location 403, and from there to destination, location 454, making three movements, requiring the same number of movements to return the empty, making a total of six movements.

(The map in question was received in evidence and thereupon marked Defendant's Exhibit No. 13, Witness Bruce, received in evidence March 26, 1914, and is attached hereto.)

Mr. Bruce: In the case of a car arriving by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis the cars move direct from the Kayne Avenue train yard to Clay Street assembling yard, location 403, and from there to destination, location 454, making two movements.

Mr. Jouett: What is the distance that would be traversed in making the service where it comes in over the Louisville & Nashville or Nashville, Chattanooga & St. Louis?

439 Mr. Bruce: 1.89 miles.

Mr. Jouett: What is the distance traveled where the movement is made to or from the Tennessee Central?

Mr. Bruce: 10.24 miles, counting the return movement?

Mr. Henderson: Do you count the return movement where it comes in over the Louisville & Nashville?

Mr. Bruce: No, sir.

I file as Exhibit No. 14 a map showing in red the route traveled by a car from the Tennessee Central to location 347 in South Nashville. That is a privately operated track; I forget the name of the concern; they handle building material. The car is first moved from Shops Junction to Kayne Avenue train yard and from there to the classification yard at South Nashville, location 339, and from there to destination, making the three movements and requiring the same number of movements to retain the car to the Tennessee Central, a total of six movements.

In the case of a car arriving by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis for the same consignee it is moved from Kayne Avenue train yards to the assembling yards at South Nashville and from there to its destination.

440 Mr. Baxter: What points are you describing now and what moves?

Mr. Bruce: I have described a move from the Tennessee Central connecting track.

Mr. Baxter: Where is that located?

Mr. Bruce: At Shops Junction; we call it Shops Junction.

Mr. Baxter: And to what point now on the Louisville & Nashville Railroad?

Mr. Bruce: Location No. 347, in South Nashville.

Mr. Jouett: What is the total distance traversed in the switching from the Louisville & Nashville or Nashville, Chattanooga & St. Louis?

Mr. Bruce: 2.65 miles.

Mr. Jouett: Now, what is it if the switching is done to or from the Tennessee Central?

Mr. Bruce: 11.76 miles.

Commissioner Meyer: That is both ways?

Mr. Bruce: Both ways, yes, sir.

Mr. Jouett: Why do you have to take it both ways?

Mr. Bruce: The practice and rules require that we return empties switched for connections.

Mr. Jouett: You return empties?

441 Mr. Bruce: Yes, sir.

Mr. Jouett: That is the reason?

Mr. Bruce: Yes, sir.

Mr. Jouett: Now, you have filed five maps showing in detail the movements connected with the interchange of property of the Tennessee Central compared with the movement going to the same industries where the shipment comes from or is consigned over the Louisville & Nashville or Nashville, Chattanooga & St. Louis.

I will ask you if you have selected those as five typical movements to give a general view of the situation?

Mr. Bruce: I have selected those because they cover all the longest movements that we would have to make in switching the Tennessee Central business or our own to industries. That is, the industries selected are located at the extreme end of our industrial district.

Mr. Jouett: Inasmuch as you show the movements for the Nashville Terminals as well as for the Tennessee Central to those points does that present fairly the relative amount of service, distance and number of movements for all the switching, relatively speaking?

Mr. Bruce: Relatively speaking, yes, sir.

442 (The document in question so identified was received in evidence and thereupon marked Defendants' No. 14, Witness Bruce, received in evidence March 26th, 1914, and is attached hereto.)

Mr. Jouett: From your description of these movements are you able to form an average which would indicate the average number of movements involved in handling business for the Tennessee Central as compared with the number of movements involved in handling cars to and from the same locations for the Louisville & Nashville and the Nashville, Chattanooga & St. Louis?

Mr. Bruce: The average number of movements in the handling of the Tennessee Central business is 5.6 as against 2 for handling Louisville & Nashville and Nashville, Chattanooga & St. Louis, and that is equivalent to 2.8 moved in the handling of Tennessee Central business to every one move in the handling of business for the

Louisville & Nashville and Nashville, Chattanooga & St. Louis. It is these extra movements required in the handling of the Tennessee Central business that adds to our congestion, and any increase in the number of cars switched for them would simply mean that much more trouble.

Mr. Jouett: In these calculations, Mr. Bruce, of the number of moves required to place cars arriving
443 via the Louisville & Nashville and Nashville, Chattanooga & St. Louis, you have not counted any return movement of the empty car, stating that the empty is left in the district where the consignee is located for loading by anybody who wants to use it. Please go more into detail in that matter and explain just why it is that you do not consider it proper to count any return movement of empties in these instances.

Mr. Bruce: For the reason that we get a return load either from the consignee or someone in the same vicinity, and if we should move the car back to the train yards it would be a useless expense as we would have to move an empty car from some other district to the same point, thereby unnecessarily increasing the cost of switching. About the only exception is in case of coal cars which as a rule are returned empty to the mines, although we do sometimes get loading such as stone, lumber, brick, logs, cross ties, pipe, etc., for coal cars.

Mr. Jouett: In calculating the number of moves involved in switching for the Tennessee Central, however, you have in every instance counted in the return movement of the empty. Please explain just why you consider that method of calculation right and proper.

Mr. Bruce: For the reason that we have no return
444 loading for the cars, and the further reason that it is the rule generally recognized among the railroads that in the handling of cars of other roads in switch movements the cars must be returned; also, it is the general rule of the American Railway Association, of which the Louisville & Nashville and Nashville, Chattanooga & St. Louis are members.

Mr. Jouett: With reference to that \$2.00 switching charge which the Nashville, Chattanooga & St. Louis and Louisville & Nashville charged in interchange movement prior to the making of this joint arrangement, state whether or not that was absorbed by the railroads or was it paid by the shippers?

Mr. Bruce: My knowledge of that part of the transaction, Mr. Jouett, is second handed. I understood at the time from the agents that the charge was absorbed

on competitive business, but not on non-competitive business.

Mr. Jouett: In your statistics given in the early part of your examination you spoke of a car, or so many cars, moved into and out of the city. Suppose a car comes from Louisville destined to some point in the south and passes through Nashville, how many times is that counted?

Mr. Bruce: That is counted twice; it is really handled but once.

445 Mr. Jouett: Explain why you do that and what your custom is.

Mr. Bruce: Well, we have to have a record of the arrival and forwarding of all cars, and we also use a record of arrival and departure in dividing the expenses between the two roads.

Mr. Jouett: The record then shows that the car is treated as two cars?

Mr. Bruce: Yes, sir.

Mr. Jouett: Now, what about the different movements. In rendering a switching service how do you treat a car there so far as your ordinary records go?

Mr. Bruce: I do not believe I understand the question, Mr. Jouett?

Mr. Jouett: Suppose a car comes in over the Tennessee Central, and in switching that from the point of interchange to an industry upon the tracks of the Nashville Terminals, that is moved, say, in three different movements, is that counted as three different cars or not?

Mr. Bruce: No; it is counted only as one car, but we make a record of it by each different crew that moved it from one point to another.

446 Mr. Jouett: Well, do you keep a different record of the movement of each different crew?

Mr. Bruce: We keep a record of every car moved by the different yard crews from one point to another. Now, we do not keep any records of the cars handled by what we call the break-up engines in the train yards. They are switching on one lead, classifying cars from one track to another, and make no record of the cars that they handle; but in all other movements from one yard to another each foreman makes a complete record of all the cars that he handles and shows for account of which road he is handling those cars, whether it is the Louisville & Nashville or the Nashville, Chattanooga & St. Louis.

Mr. Jouett: Did you take into account all of those records in determining the average cost of the switching service?

Mr. Bruce? Yes; we took those movement records into account in dividing up the expense as between through and city cars.

Mr. Jouett: Now, you have spoken of through cars and city cars. Is this switching service to industries what you mean by city cars?

Mr. Bruce: Yes, sir.

Mr. Jouett: Now, this \$4.13 a car then, is that
447 what you consider to be the average cost, actual cost of service in handling all cars to the industries?

Mr. Bruce: That is the actual cost as shown by our records, that is our accounts, of conducting the terminals for switching unloaded cars in the city of Nashville.

Mr. Jouett: And that does not include the overhead expense?

Mr. Bruce: It makes no difference whether it is a long or short movement.

Mr. Jouett: What is that?

Mr. Bruce: We did not take the distance into account, just the cost of handling the loaded car.

Mr. Jouett: It is just dividing the total number of cars into the total expense for that portion of the work?

Mr. Bruce: That is it.

Mr. Jouett: And that does not take into account, I believe you stated, any overhead charges?

Mr. Bruce: No overhead charges except the five per cent that I referred to in my direct testimony.

Mr. Jouett: I wish to direct your attention just for a moment in conclusion to this matter of congestion and will get you to state to the Commissioner, particu-
448 larly with reference to certain places, the difficulties that you are in in connection with this question and the difficulty of remedying it?

Mr. Bruce: The most serious congestion is in the train yard, shown in green.

Mr. Jouett: To what map are you referring?

Mr. Bruce: This is Exhibit No. 7. It is necessary to handle all of the freight trains of both roads in and out of that particular place; it is very badly congested at each end of the yard. We have no drill tracks that we can use at either end without going out onto the main track, and our average movement of trains, as I stated, was a movement about every 7.6 minutes, and every road engine that is cut off of a freight train to go to the round and stop the shunting of cars that long, and then every road engine that comes from the roundhouse to go onto house has to pass over the switches of the drill tracks

a train and take it out also interrupts the work in the same way, and all of the cars loaded by the industries in Nashville going out of Nashville must necessarily be brought into that yard to be put on the trains.

Mr. Gwathmey: Mr. Bruce, you are speaking now of the tracks just south of the terminal station
449 down here?

Mr. Bruce: We are speaking about the tracks between First and Sprice Streets.

Mr. Gwathmey: That is both north and south of the Terminal station, is it not?

Mr. Bruce: The Terminal station sets about midway of the yard, opposite the center of the yard.

Mr. Gwathmey: Is it not true that all of the traffic passing through Nashville by either the Nashville, Chattanooga & St. Louis Railway or the Louisville & Nashville Railroad Company from the north to the south, or vice versa, passes right through that next or funnel under the Terminal station here?

Mr. Bruce: It does.

Mr. Gwathmey: What, about the possibility at any reasonable figure of securing any additional facilities in that immediate territory?

Mr. Bruce: Well, that would be an enormously expensive proposition to consider the enlargement of those yards. The territory on each side is almost completely built up with business houses and dwellings.

Mr. Gwathmey: Do you find any serious difficulty today in handling your cars and moving the traffic along that immediate territory, and particularly including passenger cars?
450

Mr. Bruce: Well, we have no room in the freight yard or near the passenger station for storing passenger equipment; we have to handle our passenger equipment on tracks in the train sheds, store it there; frequently we have to run lay-over passenger equipment to the Nashville, Chattanooga & St. Louis shop yards to store.

Mr. Gwathmey: Do you not, as a matter of fact, clean all of your passenger cars right there at the Terminal station building?

Mr. Bruce: Yes, sir; and a good many of them under the train shed, which is objectionable.

Mr. Gwathmey: Now, at what other points on these terminals do you encounter the most serious congestion?

Mr. Bruce: Well, our most serious congestion outside of the territory covered by green, the train yards, is on the main tracks. Our main tracks are frequently occupied for hours at a time by trains entering the yards,

delayed on account of our inability to receive them as fast as they arrive. In fact, while it was expected when those terminals were built, which was two or three years

I believe, before they were constructed and ready
451 for operation, that they would answer our purposes and enable us to take care of probably increased business for a number of years to come. We have been operating under difficulties from the very beginning, and those difficulties have increased right along as business increased.

Mr. Gwathmey: Is it not true that one serious congestion point is on the line of the direction of West Nashville near the Nashville, Chattanooga & St. Louis Railway shops and not far from what is known as Shops Junction?

Mr. Bruce: Yes, sir; the traffic is heavy between the shops and the train yards. Every road engine that goes out passes over that in the yard movement—passes over the main track in between these points in the yard movement, and every road engine that comes in passes that point, and then the road engine passes that point again. *Then we have a good deal of movement in handling repair cars;* and yard engines working to and from West Nashville and to and from the Clinton Street assembling yards.

Mr. Gwathmey: Mr. Bruce, you recall, do you not, going out to that point with me a day or two ago? Do you happen to remember about how many engines you saw actually operating just at that immediate section of
the time we went along there, in switching cars
452 backwards and forwards?

Mr. Bruce: Yes; we met—there were four yard engines arrived at that point all wanting to use the four track yard we have at Shops Junction, two of which are used as interchange tracks with the Tennessee Central.

Mr. Gwathmey: Does it ever happen that you are compelled to hold traffic on the outside of the city on account of the congestion of the terminals?

Mr. Bruce: We have avoided holding traffic outside of the city, but we hold it on the main tracks within the city and we hold it on side tracks in the assembling yards or industrial tracks, wherever they are unoccupied; cut off inbound trains and store the cars until such time as we are able to get them in the train yard.

Mr. Gwathmey: Is that a common or uncommon occurrence?

Mr. Bruce: It is a common occurrence; it is a condition that we are having to fight all the time.

Mr. Jouett: That is all.

Commissioner Meyer: You may cross examine.

Mr. Henderson: Mr. Commissioner, I understand that Mr. Baxter has an agreement with the attorneys for the defendants to cross-examine Mr. Bruce on his cost figures by interrogatories.

453 Mr. Jouett: That is correct, yes.

Mr. Henderson: If that will be allowed I will not go into cross-examination of that particular exhibit, if that is understood.

Mr. Jouett: It is all right.

Mr. Henderson: I have a few questions I would like to ask Mr. Bruce.

CROSS-EXAMINATION.

Mr. Henderson: Mr. Bruce, you have filed here exhibits ten to fourteen which show the number of movements required to switch a car reaching Nashville by the Tennessee Central and delivered to the Nashville, Chattanooga & St. Louis or Louisville & Nashville at Baxter Heights as compared to the number of movements on that same car reaching Nashville via the Louisville & Nashville or Nashville, Chattanooga & St. Louis. I believe you stated in conformity to Mr. Jouett's statement that you selected the longest switching movement in the terminal, is that correct?

Mr. Bruce: I am just going over in my mind locating the points. We have included the longest switching movements made in the terminals to reach an industry. We have a longer movement to reach one of our team
454 delivery tracks at the race track siding.

Mr. Henderson: But you would not switch business to those team tracks for the Tennessee Central?

Mr. Bruce: No; we would not handle Tennessee Central business there.

Mr. Henderson: That is the largest switching movement you can find, then, to an industry?

Mr. Bruce: Yes, sir.

Mr. Henderson: Is it also a fact you picked out the cases that involved the greatest number of movements?

Mr. Bruce: No.

Mr. Henderson: That is not so.

Mr. Bruce: No.

Mr. Henderson: Now, your Exhibit No. 7, will you look at that, please.

Mr. Bruce: All right, sir.

Mr. Henderson: You show there district number—

three terminal limits down in the left-hand corner on the Louisville & Nashville Railroad, the yellow line?

Mr. Bruce: Terminal limits, yes.

Mr. Henderson: No. 3. Now, what direction is the Louisville & Nashville Railroad coming into Nashville from that line? Is that coming from the south?

Mr. Bruce: That is coming from the south.

Mr. Henderson: Take a car coming in over the Louisville & Nashville Railroad from Birmingham going to the State Prison or some operator in the prison walls, how many switching movements would it take to get that car out to the prison?

Mr. Bruce: It would take two.

Mr. Henderson: Now, just explain that, please.

Mr. Bruce: From Kayne Avenue train yard to the assembling yard at location No. 527 at West Nashville and from there to the State prison.

Mr. Henderson: What is the distance, then, that you switch that car by that movement? How many miles is it handled in the terminal limits?

Mr. Bruce: I will have to get one of my other maps to find that. The distance from Kayne Avenue train yard to assembling yard at West Nashville is 5.64 miles; from there to the prison is about a mile.

Mr. Henderson: Now, you carry that car through Baxter Heights and Shops Junction, would you not?

Mr. Bruce: Pass through there, yes.

455 Mr. Henderson: Pass through it?

Mr. Bruce: Yes, sir.

Mr. Henderson: And the extra switching haul is from Kayne train yard?

Mr. Bruce: Kayne Avenue train yard.

Mr. Henderson: Kayne Avenue train yard up to Baxter Heights or Shops Junction; that much farther?

Mr. Bruce: Yes, sir.

Mr. Henderson: Now, this car delivered to the Tennessee Central at Baxter Heights, going to the prison, how many switch movements are there in that?

Mr. Bruce: That car delivered to the Tennessee Central?

Mr. Henderson: Not that car but the car delivered to the Tennessee Central at Baxter Heights going to the prison.

Mr. Bruce: Take the same number of movements; have to move it from the assembling yard to Baxter Heights and from there to the prison.

Mr. Henderson: The same number of movements?

Mr. Bruce: The same number of movements.

Mr. Henderson: And a less distance hauled?

Mr. Bruce: In that case less distance, yes.

457 Mr. Henderson: Now, you spoke of the expense and practical impossibility of increasing your terminal facilities here in Nashville on account of the residences and business houses around. I understood you said that would be very expensive and practically impossible to do?

Mr. Bruce: Yes.

Mr. Henderson: Now, is it not a fact that the Louisville & Nashville Railroad have been working and have partially completed a yard at what they call Radnor for handling all through business?

Mr. Bruce: Yes, sir; they are handling through business there.

Mr. Henderson: And are they not working on that now?

Mr. Bruce: Yes, sir.

Mr. Henderson: Practically completed?

Mr. Bruce: Yes, sir.

Mr. Henderson: Then they have gone a good deal farther than figuring on it, have they not?

Mr. Bruce: Not so far as I know. The yards are being built as they were first planned.

Mr. Henderson: Well, you said they were figuring on doing it. The work is actually under way now?

458 Mr. Bruce: Yes, sir.

Mr. Henderson: When that yard is completed it will take all of the through business out of the terminal district, will it not?

Mr. Bruce: Take it off of the old route and take it into the new route, except the Nashville, Chattanooga & St. Louis freight trains to the northwestern division will probably continue to use the present route through the city; I don't know about that.

Mr. Henderson: That will relieve the situation you spoke of?

Mr. Bruce: It will relieve the congestion occasioned by the through trains in the Kayne Avenue train yards.

Mr. Henderson: And relieve the railroad from the necessity of increasing these terminals down town to a large extent, will it not?

Mr. Bruce: It will relieve them of the necessity of increasing the Kayne Avenue Terminals, yes.

Mr. Henderson: That is the downtown terminals?

Mr. Bruce: That is not all there is down town; that is not what we call the downtown terminals, that is our

train yard, the clearing house of through and city business.

459 Mr. Henderson: It will take all this through business away from there?

Mr. Bruce: It takes all the through business away from that particular yard, yes, and puts it in Radnor.

Mr. Henderson: Now, I understood you to say that all of the tracks, industrial tracks, and all tracks in the terminal limits, as you call the Nashville Terminals, are operated jointly by the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, and each one has equal rights on all tracks, is that correct?

Mr. Bruce: That is a fact, yes, sir.

Mr. Henderson: Is it not a fact that the Louisville & Nashville Railroad have reserved for their own individual use what they call their produce track on Criddle Street?

Mr. Bruce: Well, there are three exceptions.

Mr. Henderson: I wish you would give those.

Mr. Bruce: Each road reserves for its own use a freight depot and the team tracks adjacent to them, and the Louisville & Nashville also reserves the team delivery tracks at College Street for its use and the side tracks serving the East Nashville Freight depot.

Mr. Henderson: Now, is it not a fact that the
460 College Street track that you have just mentioned is not strictly speaking a team track delivery?

Mr. Bruce: Yes; it is a team track delivery. There are several—there are one or two coal dealers and packing companies that lease property that carries with it the privilege of the track adjoining it. The business of both roads is handled on those tracks.

Mr. Henderson: Is it not a fact that the Louisville Company have a produce house on that track and the Louisville & Nashville makes delivery for them of all produce coming over the Louisville & Nashville?

Mr. Bruce: Yes, sir.

Mr. Henderson: Is it not a fact that the Louisville & Nashville will not make delivery of produce coming over the Nashville, Chattanooga & St. Louis?

Mr. Bruce: Yes, sir; it is.

Mr. Henderson: Do you know who has leased that property on that particular track?

Mr. Bruce: Armour one—I think he has transferred his to a local concern, the Nashville Beef & Provision Company; I think they occupy the property, and Swift on the other end and I think it is a Mr. Lester and
461 somebody who leases a coal yard over there.

Mr. Henderson: They lease that property from the Louisville & Nashville Railroad or from private owners?

Mr. Bruce: From the Louisville & Nashville.

Mr. Henderson: Who gets the rent on that, the Louisville & Nashville Railroad or the Nashville Terminals?

Mr. Bruce: The Louisville & Nashville.

Mr. Henderson: Now, is it not a fact that a good many of the industries in Nashville have built their own industrial tracks at their own expense?

Mr. Bruce: Yes; I believe we have in the territory covered by both Louisville & Nashville and the Nashville, Chattanooga & St. Louis nine tracks that are privately owned.

Mr. Henderson: Owned outright?

Mr. Bruce: Owned outright by private parties.

Mr. Henderson: Kept up by the individuals?

Mr. Bruce: Well, we maintain them, but they pay the bills; kept up at their expense.

Mr. Henderson: Now who do they pay that to, the Louisville & Nashville Railroad or to the Nashville Terminals?

Mr. Bruce: The cost of maintenance—well, it is according with the individual owner of the tracks. In the territory in which these private tracks are located
462 they get the bill—they get the rental, but we—

Mr. Henderson: Just one minute. If it is on the Nashville, Chattanooga & St. Louis property and connected with their individual tracks, does the Nashville, Chattanooga & St. Louis get the money that they pay for keeping up that track?

Mr. Bruce: They get the money and we charge the Nashville, Chattanooga & St. Louis direct for the work.

Mr. Henderson: And if it is on the Louisville & Nashville the Louisville and Nashville gets it.

Mr. Bruce: The Louisville & Nashville gets it and we charge them for our labor and work.

Mr. Henderson: Those contracts for the private sidings on the Louisville & Nashville terminals have to be sent to Louisville and approved and made there, do they not?

Mr. Bruce: Yes, sir.

Mr. Henderson: The Nashville Terminals have no authority over it at all, have they?

Mr. Bruce: Well, in some instances we—no; I would not make a contract out with the approval of the management of the Louisville & Nashville regarding a matter in that territory, nor, would I make a contract in

463 connection with a matter in the Nashville, Chattanooga & St. Louis territory without their approval.

Mr. Henderson: You have no authority as the joint agent. Whenever you want to be joint agent, or as an individual agent when you want to be an individual agent, to make a contract of that kind.

Mr. Jouett: We object to that style of examination as not being proper. The witness has not said that he wants to be sometimes the individual agent and sometimes the joint agent.

Mr. Henderson: The witness testified he acted at times as joint agent and at times as the individual agent?

Mr. Jouett: He did not say when he wanted to be.

Mr. Henderson: If you will allow me, I will change the question, Mr. Commissioner.

Commissioner Meyer: You may change your question.

Mr. Henderson: I will ask the Stenographer to cut out that and put this question:

You testified this morning that at times you acted as the joint agent of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway and at other times you acted as the individual agent of

464 both companies. Regardless of how you are acting you have no authority to make a contract of that kind without approval from the Louisville & Nashville or Nashville, Chattanooga & St. Louis, as the case may be?

Mr. Bruce: Well, in regard to making contracts in connection with a track in the Louisville & Nashville territory I would be acting as their direct representative in that matter.

Mr. Henderson: But you would have no authority to make a contract without approval from the Louisville office?

Mr. Jouett: He does not specify what kind of a contract.

Mr. Bruce: My authority does not go so far as purchasing property or building tracks without the approval of the management, but those matters are nearly always passed upon according to my recommendations in the matter.

Mr. Henderson: You make a recommendation?

Mr. Bruce: Yes.

Mr. Henderson: That is as far as you can go, is that correct?

Mr. Bruce: In that particular respect, yes, sir.

Mr. Henderson: I do not know whether I understood you to say this morning or not that there was no tariff

authorizing the switching of competitive traffic
465 reaching Nashville by the Tennessee Central and
destined to industries on the Nashville Terminals
by either the Louisville & Nashville or Nashville, Chat-
tanooga & St. Louis. Was that your statement?

Mr. Bruce: That was my statement, yes, sir.

Mr. Henderson: You say there are no tariffs authorizing it?

Mr. Bruce: There are no tariffs authorizing it.

Mr. Henderson: Do you know as a matter of fact you do perform this switching at these competitive switching rates testified to here?

Mr. Bruce: I am not aware of it having been done since the cancellation of the local rates published in the Nashville, Chattanooga & St. Louis local tariff.

Mr. Henderson: Do you not know as a matter of fact that less than two weeks ago there was a car of fertilizer material that came in here from Sabine, Texas, to the Tennessee Chemical Company which was switched to West Nashville and a switching charge of \$18 was assessed?

Mr. Bruce: I have no knowledge of any transaction of that kind, Mr. Henderson. Those matters are looked after by the agents.

466 Mr. Henderson: You would not know, then, whether the switching was being performed at these competitive rates or not?

Mr. Bruce: Not unless my attention was called to it by the agents.

Mr. Henderson: And unless your particular attention was called to it you could not say whether or not they are charging those rates or whether they are not charging them?

Mr. Bruce: No.

Mr. Henderson: You do not know anything about that?

Mr. Bruce: No, sir.

Mr. Henderson: Now, the switching bills which are made against these consignees on the Nashville, Chattanooga & St. Louis and Louisville & Nashville or the Nashville Terminals for competitive switching or non-competitive switching, are those bills made in the name of the Nashville Terminals or the name of the particular road on which they are located?

Mr. Bruce: The switching at the switching rate, three dollars, I don't know how the bills read or whether made by the Louisville & Nashville or the Nashville, Chattanooga & St. Louis or by—they could not be made by the

Nashville Terminals, because they have no forms
 467 covering anything of that kind, but the Terminals
 gets the benefit of that revenue on the business
 switched at the \$3 rate. On business switched on any
 other rates I am not able to say; I think the Nashville,
 Chattanooga and St. Louis absorb that; that is, they get
 that revenue; they did get it, rather, when there was such
 switching done; that isn't done now.

Mr. Henderson: I understood you to say just now
 you didn't know whether it was done or not, and you
 would not know it unless it was called to your attention.

Mr. Bruce: I said I did not know about any partic-
 ular car that was done; I don't know. I do know about
 the particular arrangements put into effect between the
 agents to govern these matters, and I am not aware
 whether they have handled a single car of competitive
 business or non-competitive business at any particular
 time. The only thing I am interested in in that connec-
 tion is the revenue the Terminal should have. We should
 have a revenue on the car switched at three dollars in the
 switching service. Now, if they have been handling busi-
 ness at any other rates they may have been getting the
 revenue.

Mr. Henderson: In other words, if they charge
 468 \$3 for switching the Terminal Company gets it and
 if they charge \$18 the Louisville & Nashville or
 Nashville, Chattanooga & St. Louis would get it?

Mr. Bruce: I suppose so.

Mr. Henderson: Mr. Bruce, I understood you to tes-
 tify this morning that the volume of business handled
 would tend to lower the cost of switching.

Mr. Bruce: It would tend to lower the cost of han-
 dling cars in the train yard, the increased volume would;
 it would not materially tend to reduce the cost of switch-
 ing cars between the train yards and industries because
 we cannot handle many cars per engine per day in that
 kind of service.

Mr. Henderson: Would it not tend to decrease the
 entire cost and the switching cost along with it?

Mr. Bruce: No; it would increase the cost of switch-
 ing city cars; naturally so.

Mr. Henderson: It would cost you then more to han-
 dle, say, 75 cars a day out to West Nashville, more per
 car, than it would 25, is that correct?

Mr. Bruce: Some more, yes.

Mr. Henderson: It would cost you more to handle
 75 cars per day out to West Nashville per car than it
 would to handle 25?

469 Mr. Bruce: Yes; it would increase the cost some per car.

Mr. Henderson: I wish you would explain why that is so.

Mr. Bruce: Well, for the reason I just gave you, that we cannot handle many cars in a run; we make long runs from point to point in handling city business and the engines handling that business are delayed by the heavy main line traffic and further delayed by congestion conditions in the assembling yards and in the district yards, where the one engine has to wait while the other is making the switching movements.

Mr. Henderson: Well, take the movement from your Kayne Avenue yards at West Nashville, how many cars can you handle out there at one switching?

Mr. Bruce: Well, some of our engines handle about twelve loads and some about 18, going west.

Mr. Henderson: Now, according to your theory, as I understand it, it would cost you more per car to handle 18 than it would to handle 9?

Mr. Bruce: Well, what I mean by that is when you increase your volume of city business you increase the delay in the handling of that particular business because of the long distance moved; you decrease the cost by the increase in the volume of business in a train yard where one engine is working continuously without such
470 long interruptions.

Mr. Henderson: Even at that it would tend to decrease your total terminal cost, would it not?

Mr. Bruce: Well, the cost of handling the through cars is not as great a part of the cost as the handling of city cars; it is the city cars that cost the most money to handle.

Mr. Henderson: Now, you stated this morning that you would double the mileage on Tennessee Central cars delivered you at Baxter Heights and did not double it on Louisville & Nashville cars and Nashville, Chattanooga & St. Louis, because you had a return load on the Louisville & Nashville and Nashville, Chattanooga & St. Louis, is that correct?

Mr. Bruce: Yes, sir; that is correct.

Mr. Henderson: Is it not true that you very frequently have return loads in the Tennessee Central cars?

Mr. Bruce: We have very little business originating on our tracks going to the Tennessee Central Railroad. There might, of course, be instances in which a very small proportion of those cars will get a return load.

Mr. Henderson: Do you not know, as a matter of fact, that they are not all returned empty?

471 Mr. Bruce: Well, if they are not, I don't know it.

Mr. Henderson: You do not know it?

Mr. Bruce: No.

Mr. Henderson: Now, you also mentioned this morning the fact that the more switching you had to do on cars received from the Tennessee Central Railroad made that much extra switching and that much extra expense to your terminals at Nashville.

Mr. Bruce: That is due to having to make more movements in the handling of your cars than we do in the handling of our own.

Mr. Henderson: That is true then?

Mr. Bruce: Yes, sir.

Mr. Henderson: Is that condition peculiar at Nashville, or would it exist at Memphis, New Orleans, Birmingham and Chattanooga?

Mr. Bruce: I know nothing about the situation at the other points.

Mr. Henderson: You have been in the railroad business quite a number of years, Mr. Bruce, and I understand you have had considerable experience in the transportation department. Do you not know as a matter of

472 fact that that condition is not peculiar to Nashville?

Mr. Bruce: No; I have no knowledge of the condition at other points. It is due to—

Mr. Henderson: You do not know anything about the condition at—

Mr. Jouett: Let him finish. You were in the midst of a sentence, Mr. Bruce.

Mr. Bruce: No; I say I have no knowledge of the conditions in that respect at other points.

Mr. Henderson: Now, in your testimony this morning you gave some statistics there and referred to Poor's Manual as your authority. Do you consider that a standard work and authority on matters of that kind?

Mr. Bruce: Yes, sir.

Mr. Henderson: Your attorneys objected to my using it yesterday and I wanted to get your opinion about it.

Mr. Jouett: I think I asked you where you got it.

Mr. Henderson: The record will show you objected to it.

Mr. Jouett: I do not think I objected to Poor's Manual.

Commissioner Meyer: Well, counsel can probably agree that it is as authoritative for one side as it is for the other.

Mr. Jouett: Yes, sir; we will agree to that.

473 Mr. Henderson: That is all I wanted to show, Mr. Commissioner.

Now, Mr. Bruce, you filed an exhibit here showing the car capacity of the various industries located exclusively on the Nashville Terminals; you also showed the car capacity of the industries located on the Tennessee Central exclusively. Now, where did you get your figures for the Tennessee Central car capacity? Are you familiar with all those locations?

Mr. Bruce: Some of our clerks and engineers went around, I believe, and measured them up and looked them up.

Mr. Henderson: They went around to survey those and measured them, did they?

Mr. Bruce: That is the way the information came to me, yes, sir.

Mr. Henderson: Now, you spoke of the superiority of the Nashville Terminals over the Tennessee Central Terminals, I believe.

Mr. Bruce: In what respect, in the car capacity?

Mr. Henderson: As to having the car capacity and more industries and ability to do more business?

Mr. Bruce: Yes, sir.

474 Mr. Henderson: You show there 3340 car capacity—your Exhibit 7—that is the joint terminal facilities of the Louisville & Nashville Railroad and the Nashville, Chattanooga & St. Louis Railway, is it not?

Mr. Bruce: Yes, sir.

Mr. Henderson: Now, Mr. A. R. Smith, the Third Vice President of the Louisville & Nashville Railroad, in a letter to me, which I filed as my Exhibit No. 8, stated that the individual facilities of each of the two lines, speaking of the Louisville & Nashville and Nashville, Chattanooga & St. Louis, within the Nashville switching limits are approximately equal. Do you agree with Mr. Smith?

Mr. Bruce: I didn't figure out how much belongs to the Nashville, Chattanooga & St. Louis and how much belongs to the Louisville & Nashville. In fact, I did not figure that out myself. That information was gotten up by the engineers and I have not examined it.

Mr. Henderson: You would be willing to accept Mr. Smith's statement as to facts, would you not, or wouldn't you?

Mr. Bruce: Certainly I would be willing to accept his statement, but he might be mistaken as to the facts.

Mr. Henderson: Do you know of your own knowledge whether they are approximately equal or not?

475 Mr. Bruce: I believe the information contained on this sheet is approximately correct.

Mr. Henderson: I am not speaking about that; I mean are the facilities practically equally divided between the Louisville & Nashville and Nashville, Chattanooga & St. Louis?

Mr. Bruce: Do you mean individually owned?

Mr. Henderson: I mean owned or leased or anything else.

Mr. Bruce: Individually owned?

Mr. Henderson: Yes.

Mr. Bruce: I think in mileage very nearly equal, yes, sir.

Mr. Henderson: In car capacity.

Mr. Bruce: Referring to what we refer to as the Nashville Terminals property, the facilities of the two companies outside of that territory are practically equal.

Mr. Henderson: Then the individual facilities of each line would be of a car capacity of 1670, is not that right, one-half of 3340?

Mr. Bruce: I will accept your figures.

Mr. Henderson: Now, the car capacity of the tracks of the Tennessee Central Railroad is 1617?

Mr. Jouett: Where do you get the 1617?

476 Mr. Henderson: 617 I should have said. I am reading from your exhibit 7. If you were to pool the terminal facilities of the Tennessee Central and either the Louisville & Nashville or the Nashville, Chattanooga & St. Louis then they would have superior facilities to either one of the other lines, would they not?

Mr. Jouett: We will suggest that is altogether a matter of mathematics; it is all shown.

Mr. Henderson: I think, Mr. Commissioner, I have a right to bring this out.

Mr. Jouett: It is taking up time.

Commissioner Meyer: The witness may answer.

Mr. Bruce: What is the question, please?

Mr. Henderson: If you take the individual facilities of the Louisville & Nashville Railroad and pool them with the facilities of the Tennessee Central Railroad then those joint terminals would be superior to the Nashville, Chattanooga & St. Louis, wouldn't they?

Mr. Bruce: In car capacity, yes.

Mr. Henderson: Yes. That same thing would be true anywhere else where every road but one pooled their

facilities, the pooled facilities would be greater
477 than most any other road, would it not?

Mr. Bruce: In so far as the car capacity, yes; but still in way of operation and service I say no.

Mr. Henderson: You do not say it would not be possible for them to make an arrangement whereby they could operate as economically as they are now doing, do you?

Mr. Bruce: Well, they might if one company switched for all companies, all owners, one railroad company.

Mr. Baxter: Mr. Bruce, did you not at one time here operate the Terminal Company separately?

Mr. Bruce: I was connected with the Louisville & Nashville as Assistant General Yardmaster in 1899 when the roads were operated separately, yes, sir.

Mr. Jouett: Will you read that question?

(Question read by the Reporter.)

Mr. Jouett: The Terminal Company?

Mr. Bruce: That is the terminal facilities were operated separately.

Mr. Jouett: Read the question.

(Question repeated by the Reporter.)

Mr. Bruce: Well, I understood you meant by that
478 that the two roads operated their terminal facilities here separately. That is what I meant by my answer. The Terminal Company, the Louisville & Nashville Terminal Company's property has not been operated separately from anything they do not operate anything.

Mr. Baxter: No; but in operating the Terminal Company the Nashville, Chattanooga & St. Louis and the Louisville & Nashville use the terminal properties in making these deliveries, do they not, to one another?

Mr. Bruce: You mean as between the two roads?

Mr. Baxter: Yes.

Mr. Bruce: There is not any deliveries made as between those two roads.

Mr. Baxter: I say at one time.

Mr. Bruce: Oh, they did previous to the organization of the Nashville Terminals, yes.

Mr. Baxter: Well, after the Nashville Terminal was built and the property was purchased and put in operation, in making a delivery, we will say, from common station to Carter Shoe factory, was not the Terminal property used in making that delivery?

Mr. Bruce: The Nashville Terminals made the delivery over the tracks of the Louisville & Nashville
479 and the Nashville, Chattanooga & St. Louis to

reach Carter's shoe factory, and it may have passed over some of the property belonging to the Louisville & Nashville Terminal Company. I could not say about that.

Mr. Baxter: It does today, does it not?

Mr. Bruce: The same thing as I have just described, yes, sir.

Mr. Baxter: And it does not matter whether it is the Louisville & Nashville engine that takes that car at the station or Nashville, Chattanooga & St. Louis engine that handles it?

Mr. Bruce: No, sir.

Mr. Baxter: In fact, your Nashville, Chattanooga & St. Louis engines do as much switching in the Louisville & Nashville Railroad yards as do the Louisville & Nashville Railroad yard engines proper, do they not?

Mr. Bruce: I can probably explain that, Mr. Baxter, better by saying that "each road, the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, assigns its proportion of the engines needed for yard service to the Nashville Terminals, and we use those engines regardless of whose business they are handling or whose tracks they are working on."

480 Mr. Baxter: And you use them regardless of location?

Mr. Bruce: Or regardless of location, yes.

Mr. Baxter: So a Louisville & Nashville engine will switch in the Nashville, Chattanooga & St. Louis yard on its private tracks and it will switch on the Louisville & Nashville private tracks and it will handle a car on the terminal tracks?

Mr. Bruce: Yes, sir.

Mr. Baxter: And the same is true of the Nashville, Chattanooga & St. Louis Railway?

Mr. Bruce: Yes, sir.

Mr. Baxter: How far is Carter's shoe factory from Cummins stations?

Mr. Bruce: I will have to figure that. From Cummins station to Carter shoe factory?

Mr. Baxter: Take the station for your first mile post.

Mr. Bruce: It is approximately 2.08 miles.

Mr. Baxter: Now, will you describe to me the property over which a movement would be from Common station to Carter's shoe factory?

Mr. Bruce: Well, in that case it would pass over the property—you want to know whose property it passes over?

481 Mr. Baxter: Yes.

Mr. Bruce: It would pass over some of the property we refer to in operation as belonging to the Louisville & Nashville Terminal Company and leases to the Louisville & Nashville and Nashville, Chattanooga & St. Louis, but as a matter of fact some of that property is individually owned by the Louisville & Nashville and the Nashville, Chattanooga & St. Louis, and that I could not say as to whether it would pass over that or not; but after it leaves the property of the Louisville & Nashville Terminal Company it passes over the property of the Louisville & Nashville Railroad only.

Mr. Baxter: So it would pass over part of the Louisville & Nashville Terminal Company's property and the Louisville & Nashville Railroad proper property?

Mr. Bruce: Yes, sir.

Mr. Baxter: In that instance?

Mr. Bruce: Yes, sir.

Mr. Baxter: Now, take a movement from Common Station to your No. 3 delivery point in South Nashville yard, and over what property would it pass?

Mr. Bruce: From Common Station?

Mr. Baxter: Yes.

482 Mr. Bruce: Well, that would pass over the Louisville & Nashville Terminal Company with the same explanation that I made in the other instance, and going out—

Mr. Baxter: Going south?

Mr. Bruce: Going south we pass over the Louisville & Nashville Railroad Company property. Now, each road—

Mr. Baxter: Just a moment, let me get this straight there. It would also pass over a piece of track there of the Nashville, Chattanooga & St. Louis.

Mr. Bruce: I was going to explain that.

Mr. Baxter: That is what I want.

Mr. Bruce: Between South Spruce Street and Oak Street is Liberty Mills. Each road owns one track. We operate those two tracks as double tracks for the use of both roads.

Mr. Jouett: Who do you mean by "we"?

Mr. Bruce: The Nashville Terminals.

Mr. Baxter: You described this morning after I came in here the great disadvantages to which the movements and the terminal yards were now put. I believe Mr. Henderson asked you if the yard when completed at Radnor would relieve this to a great extent.

483 Mr. Bruce: It will relieve what we now use as a train yard; it will have no effect in relieving any

other part of the facilities. It will relieve the main line movements between Maplewood and Overton to the extent of taking the movement of freight trains off the main lines.

Mr. Baxter: You say your main line movement? You bring no trains into Nashville, with a few exceptions, do you, that you do not have them put in the break-up yard to set out the cars that are destined to Nashville or to Chattanooga or, we will say, in a train that is destined from Cincinnati to New Orleans?

Mr. Bruce: All our cars for both roads and all that we gather up in the city are handled through the Kayne Avenue trainyards?

Mr. Baxter: Yes, sir; and you have your break-up yards there and make up your trains and carry them out to different destinations, to Chattanooga, we will say, Atlanta, and Birmingham?

Mr. Bruce: Yes, sir.

Mr. Baxter: Now, the Louisville & Nashville have under construction, have they not, what is known as the cut-off, Lewisburg and Northern Railway?

Mr. Bruce: Yes, sir.

484 Mr. Baxter: That railroad circles the city?

Mr. Bruce: Yes, sir.

Mr. Baxter: Does not enter the Terminal yards at all, does it?

Mr. Bruce: No; it does not enter the present terminal facilities at all.

Mr. Baxter: That road is constructed for the purpose of handling the through traffic, is it not?

Mr. Bruce: That is the principal reason that they are constructing it, is to handle the through traffic and to reduce the delay about their through traffic in handling it through their present yards, and to get the benefit of the low grade line that they are building from Radnor south, which they could not if they brought it down to Nashville in this dip.

Mr. Baxter: In any event, it will relieve the terminal yards located here in Nashville of practically all of the through traffic?

Mr. Bruce: Yes; it will relieve it of the through traffic.

Mr. Baxter: And in that event, so far as the Louisville & Nashville Railroad is concerned, that yard will be amply sufficient to handle the business of the break-
485 up and the local city business?

Mr. Bruce: That will not relieve the situation in handling the city business that we have to assemble in

the assembling yard in East Nashville, Clay Street or South Nashville. There is a possibility, at a pretty heavy expense, of increasing the capacity of the East Nashville assembling yard, but at Clay Street to make any increase there would be at a very heavy expense, and the same thing at South Nashville, and it's those facilities, Mr. Baxter, that we use in the distributing and assembling of the business to and from Nashville.

Mr. Baxter: Why is it so expensive in your South Nashville yards? Take it from your western track, and going east, why is that property so valuable out there that you got for nothing?

Mr. Bruce: Well, we abutt up now on Cherry Street on the east, Cherry and Chestnut, and run into Nagley on the west; we would have to move a hill, or mountain, out there.

Mr. Baxter: You say you butt in there. You butt into a warehouse by side track only, and you have all that property there that is accessible and cheap that you can buy and put it in line with Cherry Street. That is not expensive, is it?

486 Mr. Bruce: Well, you could not locate but one industry on that; we could not cover it with tracks. If we did, it could only be used for team tracks or storage tracks; we couldn't locate any industries on it.

Mr. Baxter: That would relieve your yard to a certain extent, though, would it not?

Mr. Bruce: Not as I look at it, Mr. Baxter; that would not afford any relief.

Mr. Baxter: Well, you are fully well aware, are you not, that the Nashville, Chattanooga & St. Louis Railroad is also trying to get out of the Terminal on its business on Memphis, say, to Atlanta, by going around the city, and it has had its line surveyed for that purpose also, has it not?

Mr. Bruce: I believe I have heard something about that, yes, sir.

Mr. Baxter: When that is perfected then all through business both over the Nashville, Chattanooga & St. Louis and the Louisville & Nashville Railroad will be taken away from the yards here in Nashville, will it not?

Mr. Bruce: Be taken away from the present yards, yes, sir.

Mr. Baxter: What per cent of the through business is there that comes into the yard and is broken up
487 and re-switched in the terminal yards here as compared to the total amount of business brought into Nashville, into the terminal?

Mr. Bruce: Exhibit No. 8 will show that, Mr. Baxter.

Mr. Baxter: Have you filed in this case—I was not here when you were first put on and I do not know—an exhibit showing the actual cost to you of each of the movements made in making these switches.

Mr. Bruce: We have not shown the cost for movement; we have shown the cost for handling a loaded car?

Mr. Baxter: Well, I will ask you to please file an exhibit in this case showing the items going to make up the actual cost to you of the movement of the delivery of a car to the Louisville & Nashville in East Nashville to a delivery strictly at Baxter Heights to the Tennessee Central, and a delivery strictly to a Chattanooga point on the Nashville, Chattanooga & St. Louis, not to the Abbatoir, where there are numerous other movements.

Mr. Bruce: This cost we have shown, Mr. Baxter, is the average cost of handling a loaded car.

Mr. Baxter: Then let your exhibits show the items going to make up that actual cost.

Mr. Jouett: He said average cost.

Mr. Bruce: Average cost.

488 Mr. Baxter: Well, I want the actual cost of those three particular movements.

Mr. Bruce: Mr. Baxter, that is as near actual as it would be possible to get from the record.

Mr. Baxter: No; I beg to differ with you. We made the actual tests in the St. Louis Hay and Grain Case and had every item shown in it and it was considerably less than it is here.

Mr. Jouett: We object to that going into the record.

Mr. Baxter: It is a record in the United States Supreme Court.

Mr. Jouett: It is not proper for you to state the value somewhere else.

Mr. Baxter: I am merely assisting the witness to enable him to get the data that is approved by the Supreme Court.

Mr. Jouett: I object to that part of that statement where you say it is shown to be considerably less than it is here. That is wholly improper, we think.

Mr. Baxter: In order to enable you to find out the items that went into the estimate which was made by one of the defendants, Mr. Jouett's road itself, you will find it both before the Commission in the St. Louis Hay
489 & Grain Company against the Louisville & Nashville Railroad and also the St. Louis Hay & Grain Company in the Supreme Court of the United States against the Southern Railway, and I would like for you to prepare a statement showing these items in detail as

to the actual cost of movement on the switching business.

Mr. Bruce: The exhibits filed, Mr. Baxter, contain the actual average cost, averaging the cost of the long distant haul and the short distant haul, as near as it is possible to get it.

Mr. Baxter: Well, you can furnish that or not as you see proper. I just ask for that.

Now, this morning, Mr. Bruce—have you ever had any experience in making rates?

Mr. Bruce: No, sir.

Mr. Baxter: Then you are not competent to state whether or not these terminal charges are taken into consideration in the fixing of a rate into or out of Nashville?

Mr. Bruce: I am competent to this extent, Mr. Baxter, that I do not see how the cost of the service could have been gotten without information from me or from my office, and the information would not have gotten out of my office without my knowledge.

490 Mr. Baxter: That is not an answer to my question. My question is whether or not you are sufficiently versed in traffic matters to enable you to make a rate?

Mr. Bruce: No; I do not know anything about making rates; no, if that is what you are driving at.

Mr. Baxter: Then you do not know whether they are taken into consideration or not?

Mr. Bruce: I do not know, but I have pretty good reasons to think they have not been.

Mr. Baxter: You can think anything you please, but you really don't know anything. Now, Mr. Bruce, you spoke of the breakage. Have you got a report showing the breakage in the terminal yards which you have charged up against the cost of operations of that yard there?

Mr. Bruce: Our records show the cost of repairs to equipment damaged in the terminals, but whether it is chargeable to,—well, it would be chargeable to us if it is damaged in the terminals, unless it is damaged by the carelessness of a Louisville & Nashville or Nashville, Chattanooga & St. Louis crew, and it shows the amount that we paid out by voucher in settlements of claims for which the terminals are responsible.

491 Mr. Baxter: Who determines the responsibility of that loss, the Terminal Company, the Nashville, Chattanooga & St. Louis Railway or the Louisville & Nashville Railroad Company.

Mr. Bruce: In the case of settling a claim?

Mr. Baxter: Yes.

Mr. Bruce: That occurs through the negligence of the terminal employees?

Mr. Baxter: Yes, sir.

Mr. Bruce: I pass on that.

Mr. Baxter: Have you a statement showing what that amounts to in the last twelve months?

Mr. Bruce: No; I have no statement showing that. The records would show the amounts paid out on those different accounts?

Mr. Baxter: Are the amounts paid out on those accounts the actual amounts that you have expended in making these repairs or are they estimated amounts?

Mr. Bruce: The amounts are—it is the actual charge for labor and material in making repairs.

Mr. Baxter: Now, when freight is destroyed or wrecked on the terminal tracks, who pays for that?
492 Mr. Bruce: How is that, Mr. Baxter?

Mr. Baxter: When you have a wreck and the property is damaged, not belonging to the Railroad Company, have you figured that in against the cost of the movement here?

Mr. Bruce: Well, that depends on who is responsible and whether it is the Louisville & Nashville Railroad or Nashville, Chattanooga & St. Louis Railroad or Nashville Terminals?

Mr. Baxter: How can the Nashville Terminals be responsible for any breakage at all when it operates no engines or trains?

Mr. Bruce: If we run one of our engines into a box car—

Mr. Baxter: One of "our" engines. What do you mean by our engines?

Mr. Bruce: Nashville Terminals—that is me.

Mr. Baxter: The Nashville Terminal Company then, do operate engines?

Mr. Bruce: There is no Nashville Terminal Company, Mr. Baxter; that is, not connected with our road.

Mr. Baxter: Well, whatever you style yourself.

Mr. Bruce: The Nashville Terminals.

Mr. Baxter: Now, the Nashville Terminals' engines you said awhile ago that the Nashville, Chattanooga & St. Louis and the Louisville & Nashville allotted so many engines to do this business. Do they allot them to the Terminal Company?

493 Mr. Baxter: And while they are so allotted, then, they are your engines under your charge and

any damage they do is charged against the terminal property proper, as I understand it.

Mr. Jouett: I think the—

Mr. Baxter: Let him answer, Mr. Jouett, you are not on the stand.

Mr. Jouett: But I want to straighten you out.

Mr. Baxter: I want to get an answer to my question, then you can straighten.

Mr. Bruce: In an accident causing damage we endeavor to fix the responsibility between the employees concerned. If we found that the employees of the Louisville & Nashville are responsible—

Mr. Baxter: Please answer my question.

Mr. Bruce: They pay the damage. If we find the terminal employees are responsible the Nashville Terminals settles the damage through the joint accounts.

Mr. Baxter: Between the roads?

Mr. Bruce: The two roads finally pay the bill, but we do not pay any bills as against the joint account unless it is clearly shown that the joint employees are responsible.

Mr. Baxter: Then, as I understand your system
494 of bookkeeping you keep a set of books, you, the Terminal Company, with the Nashville, Chattanooga & St. Louis Railway, you keep a set of books, or the same books, but separate accounts with the Louisville & Nashville Railroad Company—am I correct?

Mr. Bruce: No, sir; we keep one set of books. We distribute the charges between the two roads as explained in one of the exhibits, in connection with one of the exhibits.

Mr. Baxter: You keep one set of books, but you keep two sets of accounts, as I understand it, as you gave an illustration awhile ago, if any breakage is done and the Nashville, Chattanooga & St. Louis crew did it, why the Nashville, Chattanooga & St. Louis is charged with that breakage, although it is done in your terminals.

Mr. Bruce: Well, we take it into account—we take the charge for damage down into account in the Nashville Terminals' account in the same way we would if we purchased material for use.

Mr. Baxter: For instance, you keep your books there, but you keep an account against Gray & Dudley?

Mr. Bruce: No; we charge up the material we buy from Gray & Dudley in the general account and then we distribute it between the two roads.

Mr. Baxter: Yes.

495 Mr. Bruce: And we would handle a case of damage to property in our charge in the same way.

Mr. Baxter: If your Terminal Company did the breakage, your engine and your crews and your crews did the breakage—

Mr. Bruce: Well—

Mr. Baxter: Wait a minute, Mr. Bruce; let us get together. I think we will save time. It did the breakage, the property was delivered to you by the Nashville, Chattanooga & St. Louis Railway, you would charge your company with that breakage so far as related to the Nashville, Chattanooga & St. Louis Railway, would you not?

Mr. Bruce: I can make that clear to you, Mr. Baxter, probably, in my own way.

Mr. Baxter: Just answer that, sir, and then make the explanation.

Mr. Bruce: I do not understand the transaction as you state it. If you will put it again.

Mr. Baxter: A car of glass ware is delivered by the Nashville, Chattanooga & St. Louis Railway to your Terminal Company to be delivered to the Tennessee Central Railroad at Baxter Heights. While on your tracks, by reason of the negligence of your employees, that car of glass ware is destroyed. Now, distribute the damage.

496 Mr. Bruce: Well, that claim would be paid by the Nashville, Chattanooga & St. Louis Railway and they would charge the amount paid out against the Nashville Terminals; we would accept the charge and distribute it as between the two roads. Wherever the terminals are responsible for damage to freight handled for one road or the other the other road also participates in the expense; naturally so under the general operation; it is just a case of bookkeeping.

Mr. Baxter: I thought that. You speak of different crews handling these cars in the switching movement. What do you mean by that? Explain that; give us a transaction.

Mr. Bruce: We will say we have engine 649, foreman Cantor; he works between Kayne Avenue and Shops Junction. We have a foreman, say, John Brown, engine 549; he works between Kayne Avenue and East Nashville, or works in East Nashville and plies back and forth occasionally. Then, each one of those men would make a record of the cars they handled between those points. That we call a movement.

Mr. Baxter: Well, the expense is the same under each crew, is it not?

Mr. Bruce: Well, they get the same rates of pay; yes, sir.

497 Mr. Baxter: And the movement is continuous although it is changed like you change engines at the end of a run and crews.

Mr. Bruce: Well, the movement of a car from point to point by the changing of the crew is practically the same as moving from one terminal to another by changing the crews at divisions, except at each one of these assembling yards the cars have to be switched probably by another crew than the one that moved them to that point.

Mr. Baxter: In a car that is destined from, say, Kayne Avenue to West Nashville?

Mr. Bruce: No; that would go direct.

Mr. Baxter: I mean these through switching movements that are just like a run between terminals?

Mr. Bruce: Yes.

Mr. Baxter: Now, Mr. Bruce, you can file that exhibit as you see proper or not. That is all.

Mr. Stokes: Mr. Bruce, you stated that the Terminal Company operated by the Tennessee Central had track-age room for 617 cars only. Do you know that to be a fact?

Mr. Bruce: No, sir; that information was gotten up by one of the engineers, and I think a clerk.

498 Mr. Stokes: I am not asking you where it came from; I am asking your knowledge. You do not know anything about that?

Mr. Bruce: I do not know of my own knowledge; no, sir.

Mr. Stokes: You do not know for a fact they had room for 2101 cars on track?

Mr. Bruce: Well, I say that—

Mr. Stokes: I say you—

Mr. Jouett: Let him answer.

Mr. Bruce: No; I don't know that, but this information referred only to industrial tracks, as I understand it, that you have other tracks.

Mr. Stokes: You stated that the Tennessee Central only had 86 industries located on their line? Do you know that to be a fact?

Mr. Bruce: Well, I base that statement gotten up by some of our people.

Mr. Stokes: I say, do you know it to be a fact?

Mr. Bruce: I believe the statement is correct, but I do not know from my own investigation?

499 Mr. Stokes: Exactly. You also stated that there were 31 industries service by the Louisville & Nashville, Nashville, Chattanooga & St. Louis and Tennessee Central jointly. Did you know that to be a fact?

Mr. Bruce: That information was gotten up by my engineer, and I am thoroughly satisfied it is correct.

Mr. Stokes: You do not know as a matter of fact the Tennessee Central has on its own tracks served alone 111 industries and 58 that are served by all three roads, the Louisville & Nashville, Tennessee Central and Nashville, Chattanooga & St. Louis?

Mr. Bruce: No, sir.

Mr. Stokes: You did not know that was a fact.

Mr. Bruce: I did not know that was a fact; no, sir.

Mr. Stokes: That is all.

RE-DIRECT EXAMINATION.

Mr. Jouett: You do not know any of these facts, do you, Mr. Bruce?

Mr. Bruce: No, sir; not from my personal investigations.

Mr. Jouett: You were asked about your authority in regard to making contracts as to building tracks and so forth. You have practically the same authority as other superintendents, have you not?

Mr. Bruce: I have fully as much and in some respects probably more.

500 Mr. Jouett: None of them have that authority, have they, that you know of?

Mr. Bruce: No, sir.

Mr. Jouett: You were asked about it costing more per car to handle a large number of cars on a certain movement than a smaller number. Is that because when you reached the limit of economical handling, that any additional cars, because of the interference, adds to the cost?

Mr. Bruce: That is the natural result of a congestion; yes, sir.

Mr. Jouett: You asked about the conditions of congestion in Memphis, New Orleans, Chattanooga and so forth. You do not know that personally, do you?

Mr. Bruce: No, sir; I have had all I could do at home.

Mr. Jouett: Each terminal in the matter of congestion naturally depends on its own local physical conditions, does it not?

Mr. Bruce: Yes, sir; it is usually due to peculiar local conditions.

Mr. Jouett: Mr. Baxter asked you a number of questions about the terminal company. Is it not a fact that the terminal company. Is it not a fact that the
501 Terminal Company, that is the Louisville & Nashville Terminal Company, the corporation that was

formed to take over this property, execute the mortgage and then lease all of the property to the two transportation lines—is it not a fact that that never operated a day, and that is a fact.

Mr. Bruce: Yes, sir; it does not own any cars or engine and does not operate any cars or engines.

Mr. Jouett: Did it ever own any cars?

Mr. Bruce: No, sir.

Mr. Jouett: Operate a railroad or render a terminal service of any sort at any time?

Mr. Bruce: No, sir.

Mr. Jouett: What you mean by the Nashville Terminals is simply a short expression to indicate the joint arrangement entered into between the Nashville, Chattanooga & St. Louis Railway and the Louisville & Nashville Railroad under the contract of 1900 which has been filed, is it not?

Mr. Bruce: Yes, sir.

Mr. Jouett: That is the agreement where the two companies undertook through you as their agent to do certain things here in Nashville?

Mr. Bruce: That is it. It is simply an organization and not a company.

502 Mr. Jouett: And is not that term also used to indicate the limits within which this particular service is rendered?

Mr. Bruce: Well, the limits of the terminals are prescribed or indicated in the contract of 1900.

Mr. Jouett: The contract that has been filed defines all of the physical conditions as well as the joint operating arrangement, does it not?

Mr. Bruce: Yes, sir.

Mr. Jouett: And that is what you carry out as the joint superintendent?

Mr. Bruce: That is what I go by; yes, sir.

Mr. Jouett: You were asked about the movement to the shoe factory. In that movement you have to pass over these terminals at and around the Union Station, do you?

Mr. Bruce: Yes, sir.

Mr. Jouett: Those are held under a lease by these two companies that have formed this joint operating arrangement, and they have the right to use them just as much as they do their own tracks elsewhere within the switching limits, have they not?

Mr. Bruce: Yes, sir.

503 Mr. Baxter: You mean the physical right? Are

you asking the witness a legal construction of the laws? If you are I object to it.

504 Mr. Jouett: I am trying to show there is no distinction in the operation or treatment of these tracks from the treatment of the other tracks within the Nashville switching limits.

Mr. Bruce: No, sir; we operate them just the same as we would over the Louisville & Nashville or the Nashville, Chattanooga & St. Louis operate over them.

Mr. Jouett: Is it or not a fact that the building of these new facilities at Radnor will increase to some extent the service involved in doing switching to industries in the city of Nashville?

Mr. Bruce: Yes; it will increase the cost and increase the time necessary to do the work.

Mr. Jouett: Explain just in a moment how that is.

Mr. Bruce: We will have to handle all of the cars for the city between the present facilities, our Kayne Avenue yards and Radnor. Every city car arriving at Radnor will pass through this yard just the same as it does now. We will have to bring it in from Radnor to the present yards and distribute it to the outlying district, wherever it belongs; then when it goes out we will have to bring it back to the Kayne Avenue train yards and get it
505 shaped up with cars going out from Radnor to go everywhere.

Mr. Jouett: Well, from your knowledge of the local conditions and of the transportation conditions that will prevail when the Radnor yard is put in, state to the Commissioner whether or not that will materially affect or lessen the cost of handling the switching business and also the congestion connected with the handling of the switching business.

Mr. Bruce: Well, it will very materially increase the cost of handling the city business.

Mr. Jouett: By city business you mean the switching business?

Mr. Bruce: By city business I mean the switching business, but it will not materially decrease the congestion in these yards.

Mr. Jouett: Mr. Henderson asked you about a movement from the Tennessee connections to the State prison. Does it or not require more time and expense to stop at the Tennessee Central connection and pick up a car for the State prison than to run a car from Kayne Avenue terminal yard to State prison in the West Nashville run?

Mr. Bruce: Well, we would have to make an extra stop at Shops Junction to pick that car up and take it

506 out to West Nashville, as we do not have enough business between Shops Junction and West Nashville to operate an engine between those points or to make movements direct between those points.

Mr. Jouett: Mr. Baxter asked you to furnish information giving the actual cost of a particular switching movement. I will ask you as a practical terminal man, whether it is possible to furnish that. Do you consider what has to go into the estimate of the general cost?

Mr. Bruce: I do not consider it practicable to get it at all.

Mr. Jouett: Is there any change made in the switching charge to different parts or is that the general average charge?

Mr. Bruce: That is the general average charge, whether we handle it twelve miles or two miles.

Mr. Jouett: And \$4.13, as I understand you, is the actual cost price of actually operating the terminal service?

Mr. Bruce: Yes, sir.

Mr. Jouett: And that does not include the overhead charges?

Mr. Bruce: That does not include any overhead charges.

507 Mr. Jouett: That is all, Mr. Commissioner.

CROSS-EXAMINATION.

Mr. Baxter: Mr. Bruce, do you know why the Nashville Terminal Company—the Louisville & Nashville Terminal Company is its corporate name, I believe—was incorporated?

Mr. Bruce: I understand it was incorporated for the purpose of acquiring property and constructing facilities to be leased to the two roads for their joint operation.

Mr. Baxter: I understand you to say a while ago that it had nothing but paper to lease.

Mr. Bruce: How is that?

Mr. Baxter: I understood you to say a while ago it had nothing but paper to lease.

Mr. Bruce: Paper?

Mr. Baxter: Yes.

Mr. Jouett: He did not say that.

Mr. Bruce: I did not make any such statement, Mr. Baxter.

Mr. Baxter: I beg your pardon. In being cross-examined by Mr. Stokes you answered him that to your knowledge you did not know any of the questions that he asked about, information relative to location of industries

along his line. I see a lot of exhibits here. Did you personally prepare those exhibits?

508 Mr. Bruce: Personally compile them?

Mr. Baxter: Yes, sir.

Mr. Bruce: No, sir.

Mr. Baxter: Did you personally compile the information contained on those exhibits?

Mr. Bruce: No, sir.

Mr. Baxter: Did you superintend the parties who did compile them?

Mr. Bruce: Yes; I had it done; told them what to get up.

Mr. Baxter: Did you superintend, go around——

Mr. Bruce (interrupting): I did not sit over them while they were doing it; I went over it after it was completed.

Mr. Baxter: Then all of this is hearsay so far as you are concerned?

Mr. Bruce: No; I think that is correct.

Mr. Baxter: You believe it is correct?

Mr. Bruce: I believe it is correct, yes.

Mr. Baxter: This was told you, was it not?

Mr. Bruce: Yes, sir; but I believe it is correct. I can't do all those things.

509 Mr. Jouett: You are the executive officer in charge of the work embodied in these statements, are you not?

Mr. Bruce: Yes, sir.

Mr. Jouett: Did you not give the directions to your subordinates what to get up in each department?

Mr. Bruce: I did.

Mr. Jouett: Did you not supervise it to the extent of going over it with them afterwards and checking as best you could from your knowledge and recollection of the facts?

Mr. Bruce: I went over it in a general way: I did not attempt to check their figures with what they got.

Mr. Jouett: I did not mean their figures.

Mr. Bruce: No, sir.

Mr. Jouett: Are you not satisfied from your general information that the information in each of these exhibits is correct?

Mr. Bruce: I am satisfied it is; yes, sir.

Mr. Jouett: Do you think it could be materially wrong without your knowledge?

Mr. Bruce: No, sir; it could not.

Mr. Jouett: Without your knowing it?

510 Mr. Bruce: No, sir.

Mr. Jouett: That is all.

(Witness excused.)

Mr. Jouett: Now, Mr. Phelps, just a question or two.

C. B. PHELPS was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Jouett: Mr. Phelps, what is your name?

Mr. Phelps: C. B. Phelps.

Mr. Jouett: Where do you live?

Mr. Phelps: Louisville, Kentucky.

Mr. Jouett: What is your business in Louisville?

Mr. Phelps: Superintendent of transportation of the Louisville & Nashville Railroad Company.

Mr. Jouett: How long have you been superintendent of transportation on that road, the Louisville & Nashville?

Mr. Phelps: Since July 1st, 1900.

Mr. Jouett: And prior to that were you in the service of the company?

Mr. Phelps: Prior to that I was located at Nashville, Tennessee, from 1892 to 1900, in the capacity of assistant superintendent.

511 Mr. Jouett: Assistant superintendent of the Louisville & Nashville Railroad?

Mr. Phelps: Yes, sir.

Mr. Jouett: Then you lived in Nashville eight years before going to Louisville?

Mr. Phelps: I have spent a good deal of my lifetime in Nashville. I first located here in 1878, again in 1891, and then again in 1892.

Mr. Jouett: Will you please state briefly to the Commission what are your duties as superintendent of transportation of the Louisville & Nashville Railroad?

Mr. Phelps: I have charge of the equipment and the accounting therefor, distribution of cars, etc., the handling of the power while on the road, the making of time tables and such matters as that.

Mr. Jouett: Does your business as superintendent of transportation call for a knowledge of the cost of operation both on the main line and in the terminals?

Mr. Phelps: It does.

Mr. Jouett: Have you heard the testimony of Mr. Bruce as to the cost of operation in the Nashville Terminals?

512 Mr. Phelps: I have.

Mr. Jouett: Have you or not undertaken to familiarize yourself with the movements in Nashville and

the nature and extent of operation service involved in switching to and from the industries in this city?

Mr. Phelps: I have. Up to the time of the opening of the terminals I was in close touch with it; in fact, I have charge of it, and naturally have been in position to keep in touch with it ever since, more or less, and I have heard Mr. Bruce's testimony, and I agree with him that his figures of \$4.13 per car average for the handling of these cars in switching is—well, really, I look upon it, as he does, that we cannot understand how they do it for that money. And I would like to say something for the Commissioner's information about this organization here.

Mr. Jouett: All right, sir.

Mr. Phelps: The management look upon the organization at Nashville as being perfect. At the time the terminals were turned over, that was 15 years ago, they realized that on account even then of the contracted space, say between Cedar streets on the North and South
513 Cherry on the South, that we would have to have the best organization, everything would have to be systematized, so that by careful and constant handling day and night—that would be necessary in order to keep up with the business. Now that has proved so ever since.

At that time our present general manager was put in charge of these terminals and is responsible for the organization. In turn he appointed the present superintendent, Mr. Bruce, as his assistant. Mr. Bruce succeeded him.

Now, I know in my position what conditions are at other points where there are congestions. I might mention Indianapolis, Buffalo, Detroit, Toledo, etc., points that I have in mind, where they are almost continually congested, and they have that reputation all over the country. I know that passenger trains are held out. I have been held out on them myself for an hour or an hour and a half getting into the yard. Now, Mr. Bruce has testified that it is a common thing for him to hold freight trains out. He was not asked about passenger trains, but we know that he always manages to get these passenger trains in here by running them around against the current of traffic under his Block system. It is a very common thing to hold freight trains out, and
514 it is a very expensive operation. They must be held out at points on the line of road, nearby points, until they can be taken in, whenever this congestion, or these congestions, come upon us.

Now, we have sent out people from other points, Cincinnati, Birmingham, Evansville, New Orleans, Louis-

ville, to Nashville to look over the situation here and take note and see how things are being done in order to overcome similar difficulties that are occurring at those points. On the other hand, we called upon Mr. Bruce to send his experts to these points to show them how to do these things.

I thought it was proper to mention that.

Mr. Jouett: Well, but for such excellent management as that what would be the condition of these terminals as to the congestion, speaking from your knowledge of the volume of traffic and the physical conditions here?

Mr. Phelps: Well, I am sure Nashville does not want to get the reputation they have at these other points that I have mentioned, and I know they will if they undertake to take the additional business that is going to require two or three times the time of handling it, two or three times the energy; it will only, as Mr. Bruce has said, 515 aggravate the situation still further.

Mr. Jouett: Are you sufficiently familiar with the situation here and the general conditions here relative to switching for another road in comparison with handling the same business in over your own road to say whether or not Mr. Bruce's estimate of nearly three times as many movements is correct? I mean, it requiring nearly three times as many movements to do switching for another road as it does in the case of switching for his own road?

Mr. Phelps: Yes, sir; I followed him closely on that. I agree with him, especially with what he said about the empty car.

Mr. Jouett: That is all, Mr. Phelps.

CROSS-EXAMINATION.

Mr. Henderson: Mr. Phelps, I understood you to say you were generally familiar with the cost of operation on the main line and at terminals as well, did you not?

Mr. Phelps: Generally familiar with the cost of operation.

Mr. Henderson: The cost on the main line and at the terminals of the Louisville & Nashville Railroad?

Mr. Phelps: Yes.

Mr. Henderson: Does that knowledge extend to 516 terminals other than Nashville, or is it confined to Nashville?

Mr. Phelps: Well, I have been located at Louisville fourteen years.

Mr. Henderson: You have stated that Nashville was considered the ideal point and operated more efficiently,

I believe, than any other, and that you sent your representatives from other points here to get pointers?

Mr. Phelps: Yes, sir.

Mr. Henderson: Then I would judge from that that it costs less to switch cars here than it does at Louisville, New Orleans, Birmingham or these other points from where you sent representatives up here to get their pointers, is that true?

Mr. Phelps: No; that is not true.

Mr. Henderson: Why do you send them up here; to find out how to make it more expensive or less expensive?

Mr. Phelps: To overcome difficulties where there was congestion. I did not say that Nashville is the only place we have these congestions. We have them at other points, you might say occasionally, but here it is a very common thing, very common.

Mr. Henderson: Does it cost more for terminal services at Nashville than it does at Cincinnati, Louisville, New Orleans and such points as that served by the Louisville & Nashville Railroad?

Mr. Phelps: I have not gone into the cost at these other points. In fact, I have nothing to do with the switching rate; I have always wondered, though, how they could switch cars for \$3.00 a car.

Mr. Henderson: Now you also testified that it costs more for switching cars here that were delivered by the Tennessee Central than it did for cars reaching here by your own line, Louisville & Nashville, and Nashville, Chattanooga & St. Louis?

Mr. Phelps: Yes.

Mr. Henderson: Is that condition peculiar to Nashville, or is it the same condition everywhere else?

Mr. Phelps: Well, no it is not peculiar to Nashville; we have the same condition at Louisville. Wherever our terminals were thrown open we would have these long distances to travel as against direct movement.

Mr. Henderson: Is it not true at Atlanta?

Mr. Phelps: I presume it is true to a slight extent at a good many points.

518 Mr. Henderson: It is generally true at every point, is it not?

Mr. Phelps: Where it would take longer to reach one point of interchange than another? I think that follows; yes, sir, wherever they have those conditions.

Mr. Henderson: That is all.

Mr. Baxter: Mr. Phelps, does it cost you from a trans-car of coal than it does a car of live stock? portation standpoint any more, we will say, to switch a

Mr. Phelps: I should say it would cost more to handle the live stock. Live stock is something that will not stand the delay coal will. If we were badly congested, next to passengers we would endeavor to get that car of stock out.

Mr. Baxter: Get that car out first?

Mr. Phelps: Yes, sir.

Mr. Baxter: Now, Mr. Phelps, does it cost you any more to switch a car of competitive freight of any character than it does a car of non-competitive freight?

Mr. Phelps: Well, under these conditions it would cost more, because there is a chance of losing some of your revenue, road-haul revenue.

519 Mr. Baxter: I mean the actual cost of the movement, that's what you prospectively are going to lose or, again, you might gain. You are speculating now. I mean the actual cost of the movement.

Mr. Phelps: Making the same movement from one point of interchange to another point?

Mr. Baxter: Yes, sir; a car of competitive freight and a car of non-competitive freight.

Mr. Phelps: I cannot see why the service should be different.

Mr. Baxter: And the cost, therefore, would not be different. Now, Mr. Phelps, you have testified as to the excellency of the terminal facilities here, which is true.

Mr. Phelps: Yes; I want to reiterate that.

Mr. Baxter: I do not suppose there is a yard anywhere, unless it be in some large city, that is comparable to the economical operation of this yard here. How does the cost of operation in your opinion, Mr. Phelps, compare with the cost of operation in the terminals in St. Louis? In your opinion, roughly speaking, would it be more or less in Nashville than in St. Louis?

Mr. Phelps: More in Nashville.

520 Mr. Baxter: More in Nashville?

Mr. Phelps: Yes, sir.

Mr. Baxter: How do you arrive at the difference?

Mr. Phelps: On account of the general conditions. They have got some of the best facilities in St. Louis they have in the country.

Mr. Baxter: Do they not have as many blockades in St. Louis as they do here?

Mr. Phelps: No, sir.

Mr. Baxter: When they do have one do not those blockades last a good deal longer?

Mr. Phelps: No; they have very little trouble of that character.

Mr. Baxter: Well, then you say there is a difference,

and what in your opinion, Mr. Phelps, would be the difference in the cost of switching in Nashville and in St. Louis?

Mr. Phelps: I do not believe I can make any comparison. I—

Mr. Baxter (interrupting): Well, you said—

Mr. Jouett (interrupting): Let him finish.

Mr. Phelps: I am not sufficiently familiar with the handling of the business at St. Louis to make that comparison.

521 Mr. Baxter: Well, you have general knowledge of the costs throughout the United States. You study those subjects; they are on your fingers' ends. Now give me an idea in dollars and cents. Would you say a dollar more in Nashville than in St. Louis?

Mr. Phelps: I am not prepared to answer that question; I would have to study the conditions at St. Louis in order to make the comparison.

Mr. Baxter: Now I will ask the same question as to Chicago. Would it cost more or less to switch in Chicago around the city than it would in Nashville?

Mr. Phelps: I happen to know something about how long it takes to get business through Chicago, but I do not know what it costs.

Mr. Baxter: That is caused by the blockade, is it not, the congestion, more or less?

Mr. Phelps: Well, there always seems to be a congestion there.

Mr. Baxter: Well, that would be a continuous congestion as compared to spasmodic conditions here, and the cost would be more, would it not, in Chicago than in Nashville in your opinion, considering the elements you
522 have taken into consideration here in arriving at the cost of the movement?

Mr. Phelps: I am not able to explain that.

Mr. Baxter: It certainly would not be less, would it?

Mr. Phelps: Less?

Mr. Baxter: Less in Chicago than here, on account of the number of moves necessary to handle a car and get it around the city?

Mr. Phelps: I do not say the congestion in Chicago is due to want of facilities, because we know something about their methods.

Mr. Baxter: I do not think it is due to want of facilities here.

Mr. Phelps: I think if we would handle in Nashville as they handle it in Chicago there would be more agitation here at Nashville than there is now.

Mr. Baxter: Then it must necessarily cost more money at Chicago than here.

Mr. Phelps: It is just in the methods of handling.

Mr. Baxter: Yes; especially in the methods of handling. Now, in arriving at your idea of cost here, have you ever taken the trouble to get on an engine and take your watch and take the time of the men actually employed in a movement?

Mr. Phelps: I have done that with a view to getting the actual time that an engine is idle.

523 Mr. Baxter: Have you ever gotten on an engine and before getting on there weighed your waste, measured your oil, weighed your water, measured your coal and operated that engine until those quantities were exhausted and counted the number of cars that you have moved?

Mr. Phelps: No; I would not consider it necessary.

Mr. Baxter: You would not consider it necessary?

Mr. Phelps: No, sir.

Mr. Baxter: That would get you the actual cost though, would it not?

Mr. Phelps: We know the consumption of coal and waste.

Mr. Baxter: Answer my question and then explain, Mr. Phelps. That would give you the actual cost of the movement, would it not?

Mr. Phelps: Yes, sir; I suppose others have gone into it. We have our performance sheets that are gone into very carefully in order to show those items of cost.

Mr. Baxter: Well, a performance sheet showing those facts could demonstrate mathematically the cost of the movement of each particular car, would it not?

Mr. Phelps: No.

Mr. Baxter: Stand aside, if it won't.

524

RE-DIRECT EXAMINATION.

Mr. Jouett: Mr. Phelps, just one question. I understand that the local rates of the Nashville, Chattanooga & St. Louis run from say \$5.00 to \$36.00 a car for distances less than ten miles. I also understand that this average switching movement is at least ten miles. Now will you state how the cost of performing a ten mile service in the yards with the different movements compares with the cost of carrying ten miles on the transportation haul?

Mr. Phelps: Well, we can readily see where it would be very much more expensive.

Mr. Jouett: It would be more expensive?

Mr. Phelps: I was going to say that the movement

through a terminal would be very much more expensive than it would out on a road-haul or on a local rate.

Mr. Jouett: I will ask you to state from your experience in these matters whether the average switching charge that has been put in arbitrarily in the various cities in the South, and generally elsewhere, begins to represent the real cost?

Mr. Phelps: It does not.

Mr. Jouett: And the value of the service?

Mr. Phelps: It does not.

525 Mr. Jouett: That is all.

RE-CROSS EXAMINATION.

Mr. Henderson: Mr. Phelps, does not that ten mile local scale of the Nashville, Chattanooga & St. Louis Railway, or the ten mile road-haul, include the terminal movement as well as the road-haul?

Mr. Phelps: Well, I don't know about that.

Mr. Henderson: It applies from the local depot or any team tracks out through your yards and ten miles on the line, does it not?

Mr. Phelps: That is something I am not conversant with; I only heard of it here.

Mr. Henderson: That is all.

(Witness excused.)

Mr. Jouett: Mr. Bradshaw, just one question.

526 C. W. Bradshaw was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Jouett: Mr. Bradshaw, where do you live?

Mr. Bradshaw: Louisville, Kentucky.

Mr. Jouett: What business are you engaged in there?

Mr. Bradshaw: I am superintendent of the Louisville & Nashville, Cincinnati & Lexington division of the Louisville & Nashville Railroad.

Mr. Jouett: That is the line running from Louisville to Cincinnati and from Louisville to Lexington, is it?

Mr. Bradshaw: Yes, sir.

Mr. Jouett: Those two lines?

Mr. Bradshaw: Yes, sir.

Mr. Jouett: How long have you held that position as superintendent?

Mr. Bradshaw: Five years.

Mr. Jouett: And before that what was your business?

Mr. Bradshaw: I was superintendent for seven years prior to that; six in the Atlanta division, part of the time

on the Owensboro & Nashville division, and for ten years prior to that in charge of the roadway department of several divisions of the Louisville & Nashville Railroad, and prior to that six years in the chief engineer's office; altogether a total service of about 33 years in the Louisville & Nashville Railroad.

Mr. Jouett: Does your position as superintendent bring you into direct connection with the operation of trains and the operation of a railroad?

Mr. Bradshaw: It does.

Mr. Jouett: Have you had any acquaintance with the conditions at Nashville?

Mr. Bradshaw: Yes, sir.

Mr. Jouett: When and under what circumstances?

Mr. Bradshaw: From the middle of 1890 to the first part of 1895 I was in charge of the maintenance of way department on the division North of Nashville, and from the latter part of 1897 to the first part of 1902 I was in charge of the maintenance of way department of the division South of Nashville and, therefore, I am thoroughly acquainted with the Nashville Terminals.

Mr. Jouett: And have you within the last few days acquainted yourself fully with their conditions as they now exist?

528 Mr. Bradshaw: Yes, sir; I made a trip over them with Mr. Bruce in a special train.

Mr. Jouett: Have you heard Mr. Bruce's testimony here as to the physical conditions at Nashville and the cost of operating these terminals?

Mr. Bradshaw: Yes, sir.

Mr. Jouett: I will ask you to state to the Commission your opinion as to the correctness of his estimate that the actual cost of the service in switching to the industries in Nashville will average at least \$4.13, not counting overhead charges—\$4.13 a car?

Mr. Bradshaw: Well, I desire to make some preliminary remarks with respect to that.

Mr. Jouett: All right, sir.

Mr. Bradshaw: For three days, on account of having known Mr. Bruce for more than twenty years, and we having many things in common, we went into many of the details of the information he was securing, and I saw those statements. He invited criticisms and I criticised. I have endeavored to pay a good deal of attention to cost units and units of operation so far as I could on my own division, and I took issue with him. It is my opinion that his cost of \$4.13 per car for switching freight delivered by the car—carload freight de-

livered by the Tennessee Central Railroad Company, is too low.

Mr. Jouett: And you understand that that does not include overhead charges?

Mr. Bradshaw: Does not include overhead charges.

Mr. Jouett: Do you know what the general impression among railroad men is as to whether or not the ordinary switching charges prevailing in this section equal the cost of the service?

Mr. Bradshaw: Among those people who have given the matter any study they are all convinced that it is far below cost.

Mr. Jouett: That is all, sir.

CROSS-EXAMINATION.

Mr. Baxter: Just give the names of those that you have convinced it is away below cost, Mr. Bradshaw.

Mr. Bradshaw: Well, I think the——

Mr. Baxter (interrupting): I would like to have the names, not your general speaking.

Mr. Bradshaw: Those with whom I am closely associated, for example.

Mr. Baxter: Well, give the names.

530 Mr. Bradshaw: Mr. Bruce, superintendent of the Nashville Terminals, Mr. Phelps, superintendent of transportation of the road.

Mr. Baxter: Yes, sir.

Mr. Bradshaw: Mr. B. M. Sparks, general manager of the road.

Mr. Baxter: Has he testified in this case?

Mr. Bradshaw: He has not.

Mr. Baxter: Who else?

Mr. Bradshaw: Mr. G. E. Evans, fourth vice-president of the road.

Mr. Jouett: Explain who he is.

Mr. Bradshaw: Fourth vice-president.

Mr. Jouett: Explain what his duties are.

Mr. Bradshaw: In charge of operating matters. Mr. J. B. Arbegust, superintendent of the Louisville Terminals; Mr. T. E. Brooks, superintendent of the Birmingham division; Mr. R. C. Morrison, superintendent of the Knoxville division of the Louisville & Nashville Railroad. With all these gentlemen off and on I have discussed the feature of cost per unit of service, and especially as affects the cost per car of switching.

531 Mr. Baxter: Now you have spoken of the cost per unit of service.

Mr. Bradshaw: Yes, sir.

Mr. Baxter: I want to know what that is.

Mr. Bradshaw: A unit is a car; one car.

Mr. Baxter: We have one car. Now the service on that one car is what?

Mr. Bradshaw: It is small costs entering into the movement of that car; the average cost of handling that car with all other cars; that includes the cost of maintenance of every character.

Mr. Baxter: Maintenance of every character?

Mr. Bradshaw: Yes, sir; in the terminal within which it is switched; it includes the cost of transportation of every character, all the details of those costs, and in our details of cost there are 160 primary accounts and 21 more added on account of depreciation of maintenance of way and structures, and one I believe on account of maintenance of power, depreciation of power.

Mr. Baxter: Do you apply to that the accounts as prescribed by the Interstate Commerce Commission in arriving at your opinion?

532 Mr. Bradshaw: Exactly so. We detail beyond their requirements.

Mr. Baxter: Now have any of these gentlemen shown you their reports to the Interstate Commerce Commission as to the cost at Nashville?

Mr. Bradshaw: I have a copy of the annual report that Mr. Bruce has and those details of account are made up strictly in accordance with the regulations of the Interstate Commerce Commission. I am thoroughly familiar with those accounts. I have gone into all the details of this statement that Mr. Bruce has submitted.

Mr. Baxter: Has that report been filed with the Commission?

Mr. Bradshaw: It has not, so far as I know.

Mr. Baxter: Will you file that report in this case?

Mr. Bradshaw: I will file it as a part of my evidence with the statement that I believe it is reasonably correct, or equally as correct as any report we submit to the Interstate Commerce Commission, and we endeavor to make every report to that Commission correct.

Mr. Baxter: Now, Mr. Bradshaw, all the gentlemen whom you have mentioned are in the employ of
533 the Louisville & Nashville Railroad?

Mr. Bradshaw: Yes, sir.

Mr. Baxter: You have not mentioned any expert in this line other than those gentlemen?

Mr. Bradshaw: Yes, sir.

Mr. Baxter: I am not discrediting the fact they belong to the Louisville & Nashville Railroad. All of those

gentlemen, or the majority of them, I believe testified in the Louisville Terminal case, did they not?

Mr. Bradshaw: I am not sure of that; I did not.

Mr. Baxter: You did not?

Mr. Bradshaw: I did not.

Mr. Baxter: Have you gone into it minutely yourself, taking each item that went in to make the expense, weighing it, inspecting it, seeing it applied, and seeing it exhausted, that I went over with Mr. Phelps? You heard the question I put to him.

Mr. Bradshaw: You mean in the cost account items?

Mr. Baxter: Yes.

Mr. Bradshaw: Yes, sir; I have done that on a number of occasions in determining the cost units.

Mr. Baxter: Have you got any of those left?

534 Mr. Bradshaw: I have not with reference to switching service that I recall.

Mr. Baxter: You have not?

Mr. Bradshaw: With reference to switching service.

Mr. Baxter: That will do.

Mr. Henderson: Mr. Bradshaw, you mentioning the cost of terminal service here and at other points, do you or not know whether it is a fact that the through rates to and from all points are supposed to include the cost of terminal service as well as the road haul?

Mr. Bradshaw: It is my understanding that the rate includes our switching service at the point of destination.

Mr. Henderson: And the point of origin, does it not?

Mr. Bradshaw: And point of origin, yes, sir.

Mr. Henderson: That is all.

(Witness excused.)

Mr. Jouett: We wish to show by the secretary that the first stock was obtained in 1880. Do you know anything about that? Will you accept that statement?

Mr. Baxter: What stock?

535 Mr. Jouett: The first stock that was acquired by the Louisville & Nashville Railroad in the Nashville, Chattanooga & St. Louis Railway was in 1880, and it has acquired stock since that time to this time.

Mr. Henderson: That is satisfactory to me.

Mr. Baxter: I would like to add to that the different other blocks that the Louisville & Nashville Railroad has acquired in the stock of the Nashville, Chattanooga & St. Louis Railway and under what issues. The secretary can file that.

Mr. Jouett: The secretary can get up a statement of what the record shows on that subject and file it.

Commissioner Meyer: You are willing to file that?

Mr. Jouett: Yes, sir.

Commissioner Meyer: With that understanding you may proceed with the next witness. That is entirely satisfactory to you, Mr. Baxter?

Mr. Baxter: Yes, sir.

Commissioner Meyer: And Mr. Henderson?

Mr. Henderson: Yes, sir.

536 CHARLES BARIHAM was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Gwathmey: Mr. Barham, what is your connection with the Nashville, Chattanooga & St. Louis Railway?

Mr. Barham: I am its general freight agent.

Mr. Gwathmey: With your office at Nashville?

Mr. Barham: Yes, sir.

Mr. Gwathmey: How long have you held your present position and what, in brief, has been your experience in connection with railway and traffic matters?

Mr. Barham: I have been in the railway employ about 26 or 27 years, and with the Nashville, Chattanooga & St. Louis Railway not quite 16 years; as general freight agent of the company since 1907.

Mr. Gwathmey: Have your duties then for a number of years been such as to bring you directly in touch with the matter of rates and the adjustment of rates along the lines of your company and in the territory served by it?

Mr. Barham: They have.

Mr. Gwathmey: On page 17 of the petition in this case reference is made to a scale of class and commodity rates formerly published in Rule 8 of a tariff of your company as applying between Shops Junction and Nashville. Please describe the character of those rates and state the time when they were published and the circumstances under which they were published and subsequently maintained?

Mr. Barham: Mr. Commissioner, the Nashville & Northwestern Railway was the original company of what is now our Northwestern division; it ran from Nashville to Hickman, Kentucky. The first station on the Northwestern Railroad after leaving Nashville originally was Stock Yards, the next station was Shops, the next station

was Hardie, the next station was Belleville. In 1894, or probably prior to that time— but I have gone back as far as 1894—rates on classes and commodities were carried between Nashville and the points I have mentioned. That is to say, we would accept a box of soap or a carload of soap or any other commodity at Nashville to be transported to Stock Yards which, if you will examine the map, is between Nashville and the Shops. We would take a like shipment, carload or less, to Shops, and so to all the other stations on that division.

In 1900 Stock Yards was abolished as a station, making the first station then out from Nashville Shops.
 538 That continued until 1913. In 1913 we abolished what we conceived to be a lot of superfluous stations, not only here at Nashville, but suburban stations at Memphis, at Chattanooga, at Atlanta, and in other cities.

We abolished Shops as a station because it was in the city of Nashville and, therefore, a part of Nashville. We abolished Cravens and Lookout at Chattanooga for the same reason; we abolished Aulon and United States Fireworks and Montgomery Part at Memphis for that reason, and so at all the junction points. So long as those stations were in effect, however, there were rates to and from Nashville and respective points.

When the Tennessee Central built across our line at Shops the management decided there would be no switching, reciprocal switching, between the two companies. We had then in effect rates from Shops to take care of the spasmodic shipments which might come along. Those rates were applied when called for. They were not put in for the purpose of taking care of Tennessee Central business. Their origin had nothing to do with the Tennessee Central Railroad; they were in effect from that point long before the Tennessee Central
 539 Railroad was conceived; but they were merely continued and so continued until we concluded to abolish those outlying stations, I mean to remove them from our tariffs.

We were then confronted at Nashville with the fact that if we pulled them out altogether we would have nothing to take care of these spasmodic shipments, and so we transferred them from our local tariff, in which they had previously been carried, into our terminal tariff, making a distinct note in the tariff that the rules, regulations, etc., in that tariff did not apply on business between the Tennessee Central and our own line, but that

these particular rates would govern on business delivered to us at Shops by the Tennessee Central Railroad.

Mr. Gwathmey: Now, Mr. Barham, were these rates applicable on both carload and less than carload traffic?

Mr. Barham: Yes, sir. As a matter of fact we carry less than carload rates today from Nashville to West Nashville.

Mr. Gwathmey: Were they a line of class rates applying between Shops Junction and Nashville and published in your standard tariff showing your line
540 rates for the line hauls between a number of stations?

Mr. Barham: They were the standard rates applicable for that distance for main line hauls.

Mr. Gwathmey: And if I understand you correctly, any traffic, whether carload or less than carload, offered for transportation to your company at Shops Junction for movement to Nashville would have been accepted at those rates?

Mr. Barham: It would have been; I never knew a less than carload shipment to have been offered us but it would have been accepted. If a man had offered a less than carload shipment at Nashville going to Shops, and had prepaid the freight, it being a non-agency station, it would have been taken and delivered at new Shops just the same as it would be taken and delivered at Hicks Crossing or any other station.

Mr. Gwathmey: And these rates were published before the Tennessee Central was built into Nashville?

Mr. Barham: Many years before.

Mr. Gwathmey: And maintained in the same way after that company was built into Nashville?

Mr. Barham: They were. I would like to add that those rates were canceled out in January of this
541 year. I gather though from testimony I have heard today that there must have been one or two carloads of freight handled in the meanwhile on the basis of the old rate, probably through some misunderstanding on the part of the agent; there is no authority for it.

Mr. Gwathmey: Was that done with your authority?

Mr. Barham: It would be without authority. I was very much surprised and have been trying all day to find out how it was done but have not been able to get any specific reply.

Mr. Gwathmey: It is contrary to any tariff, is it not?

Mr. Barham: Contrary to any tariff, yes. Mr. Gwathmey, let me add just one other thing, that at the time, of course, that these rates were established between

Nashville and Shops, Shops was not in the city of Nashville. The city of Nashville extended its boundaries and took in Shops a long, long time after that.

Mr. Gwathmey: Have you ever known of similar instances in other cities?

Mr. Barham: Why, it is the history of every large city.

Mr. Gwathmey: Mr. Barham, I understand you to say that you have had an extensive experience in
542 connection with the matter of handling railway traffic, rates, etc. From a traffic standpoint what is the theory of reciprocal switching?

Mr. Barham: The theory of reciprocal switching is, broadly, that one line will handle for the other as much as may be handled by it in return, and that in a final casting up of accounts the movement will substantially balance, and as a matter of fact that is very nearly the case with us. During the last six months the number of cars we have switched for all other lines out of our junctions—

Mr. Jouett (interrupting): You do not mean just at Nashville?

Mr. Barham: Not at Nashville, but at all junctions, will not vary more than 5 or 6 per cent from the number of cars which they have switched for us.

Mr. Gwathmey: So, that, speaking on the whole, you figure that there has been a fair balance of accounts?

Mr. Barham: Been a substantial balancing of accounts.

Mr. Gwathmey: From a traffic standpoint what in your opinion is the peculiar advantage to any carrier in the possession of extensive and sufficient terminal facilities?

Mr. Barham: Well, of course, the advantages are very many. They lie largely in the control of the
543 traffic for road or transportation hauls, and for usually your long transportation hauls. It enables the line to secure the location of industries, it enables it to control business as against other cities and other routes; it enables you to conserve your equipment in that you retain it under your own control; it enables you very frequently to initiate better divisions with other lines than you get in the absence of such terminals. In fact, as I have always said, the finest soliciting agent in the world is a side track. Give me a marked superiority in terminals and I will consider I have a marked superiority in the effectiveness of all soliciting agencies.

Mr. Gwathmey: Does it follow, therefore, that al-

lowing any line to use the terminal facilities of another carrier or carriers is the source of a substantial, material value, not only from the standpoint of a movement of traffic but from a commercial standpoint, you might say?

Mr. Barham: They are of value in every way to a carrier, Mr. Gwathmey.

Mr. Gwathmey: I think Mr. Jouett wants to ask a question.

Mr. Jouett: Mr. Barham, I wish to ask you one question in regard to the situation at Vine Hill. There 544 has been some testimony here that the only point of interchange in this neighborhood between the Louisville & Nashville Railroad Company and the Tennessee Central was at a station called Vine Hill. Will you state to the Commissioner where that is located with reference to the city of Nashville?

Mr. Barham: It is on the Decatur division of the Louisville & Nashville Railroad.

Mr. Jouett: *Is it or not within the limits of the city of Nashville?*

Mr. Barham: *It is not.*

Mr. Jouett: How far south of the limits?

Mr. Barham: I do not remember the number of miles, but it is beyond the corporate limits.

Mr. Jouett: Something like 2 miles, is it not?

Mr. Barham: Possibly so.

Mr. Jouett: Do you know when it was that the interchange or any interchange was discontinued at that point?

Mr. Barham: I could not answer that question, Mr. Jouett, but it is not my understanding that the Louisville & Nashville carries rates from Vine Hill, and I do not think it ever—I mean from the Tennessee Central from Vine Hill to Nashville.

545 Mr. Jouett: Do you know there has been no interchange there for several years?

Mr. Barham: *That is my understanding; they have not interchanged over there for several years; that the total interchange has been at Shops.*

Mr. Jouett: That then cuts no figure out there and has not for seven years or more?

Mr. Barham: It is not my understanding it cuts any figure at all.

Mr. Gwathmey: Have you before you, Mr. Barham, Complainants' Exhibit Number 12, I think it is, showing comparisons of switching rates at Nashville and certain other places?

Mr. Barham: Yes, sir.

Mr. Gwathmey: From such inspection as you have been able to make of that exhibit do you think it fairly represents actual switching charges?

Mr. Barham: Not entirely actual. It shows \$2.00 at Atlanta. We have three separate and distinct charges there. In some instances it is \$2.00, in other instances it is 20 cents a ton and in other instances 30 cents a ton. It is wrong as to Chattanooga.

Mr. Henderson: Where are those different
546 charges published by the Nashville, Chattanooga & St. Louis?

Mr. Barham: Chattanooga \$2.00, \$2.50 and \$5.00 per car.

Mr. Henderson: What tariff?

Mr. Barham: Our tariff. Mr. Henderson shows at Chattanooga \$2.00.

Commissioner Meyer: Can we not save time by having Mr. Barham make a statement showing each of those points?

Mr. Henderson: I checked these from the tariff.

Mr. Barham: I did not intend to say you did not intend to make them correct.

Mr. Gwathmey: You can make up a statement?

Mr. Barham: Yes, sir.

Commissioner Meyer: I think we can save time that way.

Mr. Gwathmey: Mr. Barham, Mr. Bruce filed certain maps or charts showing the location and number of industries on the several lines in Nashville. Have you examined those maps or charts filed by Mr. Bruce?

Mr. Barham: I have, yes, sir.

Mr. Gwathmey: You say you have?

Mr. Barham: I have.

Mr. Gwathmey: What is your information as to the accuracy of the information shown thereon?

547 Mr. Barham: I understand they are correct.

Mr. Gwathmey: Are you in a position to know if they are correct or not?

Mr. Barham: No; not by personal survey.

Mr. Gwathmey: You do know the general conditions, do you not?

Mr. Barham: I do not think they can be materially wrong, if at all.

Mr. Gwathmey: Mr. Barham, will you check up those figures and file a statement with the Commission showing whether or not they are correct and if incorrect in what respect?

Mr. Jonett: That only relates to the industries.

Mr. Barham: Of course I understand that you now speak purely of industrial side tracks.

Mr. Jouett: Yes, sir.

Mr. Barham: That you do not speak of main line leads to a private switch; that you are not speaking of belt line mileages, or any of those things, but merely of the individual side track system and individual industry or industries as far as our line is concerned. I will have it measured by engineers.

Mr. Jouett: It is not a question of measurement.

Mr. Barham: It is a question of measurement;
548 it is shown by car capacity.

Mr. Jouett: That is not what he is talking about. He is talking about the number of industries and how many are on each line. I think you have got that information yourself.

Mr. Barham: Not personally. It was compiled largely in my own office; I think it is correct. Of course, within reasonable limits. I will have it checked, though, in any way the counsel or the Commission desire.

Mr. Jouett: We would like to ask you personally to check it.

Mr. Barham: I would be very glad to go into a joint check with the Tennessee Central Railroad if they wish.

Mr. Jouett: I wish you would do that. That would be the best, Mr. Commissioner. That is the way we did at Louisville. It is very satisfactory. Let the interested lines make up a complete statement.

Commissioner Meyer: Is that agreeable, Mr. Stokes?

Mr. Stokes: Yes, sir.

Mr. Gwathmey: I want to show clearly just what character of side tracks that will cover.

Mr. Stokes: I think these gentlemen can do that.

Mr. Jouett: That is satisfactory, is it gentlemen?
549 Mr. Henderson: Yes, sir.

CROSS-EXAMINATION.

Mr. Henderson: Mr. Barham, you spoke of these rates quoted in Rule 8, set out in page 17 of the petition. You do not mean to deny that those are actually used as switching rates or switching charges on competitive business received from the Tennessee Central Railroad, do you?

Mr. Barham: I do not mean to deny their use to cover the service of moving from Shops Junction whenever they are used—of course not.

Mr. Henderson: Regardless of how published, they are used for that purpose?

Mr. Barham: My statement of their being erroneously used covers the period from the expiration of the tariff in effect until now. I judge from expense bills I have seen they must have been used.

Mr. Henderson: I am speaking of up to January 25th, regardless of how those rates were shown and in what tariff they were first published or how they were eventually published, they were actually used as switching charges on competitive traffic received from the Tennessee Central.

Mr. Barham: They were actually used to cover
550 the service of transporting the freight from Shops Junction.

Mr. Henderson: Well, is not that switching service on competitive freight?

Mr. Barham: That is a question of definition. The car moved and that was the rate charged.

Mr. Henderson: If the car was delivered to you at Shops Junction by the Tennessee Central Railroad and originated at a competitive point, that was the charge made for the transportation or switching or terminal or whatever you choose to call it?

Mr. Barham: That was the charge made for that service.

Mr. Henderson: Now you said reciprocal switching was where each line did approximately the same as the other?

Mr. Barham: Yes, sir.

Mr. Henderson: And that your interchange about balances up with all your connections. Now how many lines are there at Memphis?

Mr. Barham: Oh, I don't know offhand. The balance of switching is against the Nashville, Chattanooga & St. Louis at Memphis, if that is the point you are trying to make.

Mr. Henderson: Have you any idea how many
551 lines there are in there?

Mr. Barham: Eight or ten.

Mr. Henderson: Do you have a reciprocal switching

Mr. Barham: Yes.

Mr. Henderson: Does your tonnage balance up with arrangement with each of them?
each one of them?

Mr. Barham: I already made the statement the balance is against us at Memphis.

Mr. Henderson: How many lines are there at Atlanta?

Mr. Barham: I think there are quite numerous cars.

Mr. Henderson: Does your business correspond with each line running up there?

Mr. Barham: The business is in our Memphis station.

Mr. Henderson: In your interest?

Mr. Barham: Yes, sir.

Mr. Henderson: How about Clarksville?

Mr. Barham: Very nearly the same.

Mr. Henderson: With such industrial lines?

Mr. Barham: No. I am talking the aggregate of all the lines.

Mr. Henderson: I am speaking of each individual line.

552 Mr. Barham: The aggregate of all the lines.

Mr. Henderson: Please consider that I am using that.

Mr. Henderson: I understood it as your general average.

Mr. Barham: Yes.

Mr. Henderson: But I want to get what the actual conditions are at Memphis as to each individual line.

Mr. Barham: I would not answer you as to each individual line at Memphis. It may be in a fair proportion as to individuals, but take the case of all the switching at Memphis and it is against us.

Mr. Henderson: In other words, the amount of freight lines handle more business than your own?

Mr. Barham: Well, we handle for all of them. I mean we will have more cars switched for us at Memphis by all lines than we will switch for all lines at Memphis.

Mr. Henderson: Is there any point on your line except Nashville and Clarksville, both points connected to the Tennessee Central Railroad, where you have not reciprocal switching?

Mr. Barham: We do not reach Chattanooga. You mean Lebanon.

Mr. Henderson: Lebanon I should have said.

553 Mr. Barham: Nashville and Lebanon are the only two points on our lines where there are not reciprocal switching arrangements.

Mr. Henderson: Are those the only two points of connection you have with the Tennessee Central?

Mr. Barham: They are.

Mr. Henderson: Now as a general proposition in making rates between any points is it not customary to

include the cost of terminal service at the point of origin and at destination in the rate?

Mr. Barham: The amount of money that you would get for the service would necessarily include the terminals.

Mr. Henderson: And that is generally considered in making the rates?

Mr. Barham: I would not like to say I ever specifically figured a terminal service in the making of a rate; that would be rather too large a statement.

Mr. Henderson: But you consider that expense in making rates, do you not?

Mr. Barham: Yes sir. Now, Mr. Henderson, if you are getting at the point of costs I want to make myself plain. I think all the costs that have been given
554 here are outrageously underestimated. My own opinion is it costs vastly more than \$4.13 to switch an average car in the city of Nashville. I believe, and I believe I can demonstrate it to any man in the world, that a movement from Florence to Murphysboro, which is 8 miles, will cost the Nashville, Chattanooga & St. Louis substantially less than an 8-mile movement within Nashville.

Mr. Henderson: Do not your rates from Nashville to Murphysboro include the terminal service at Nashville and the terminal service at Murphysboro?

Mr. Barham: The return we get for handling a shipment from Nashville to Murphysboro will include, of course, whatever it may cost us.

Mr. Henderson: That is all.

Mr. Baxter: Mr. Barham, your opinion is just an opinion?

Mr. Barham: It is based on many years' experience, Mr. Baxter, based on a very careful consideration of terminal costs in Atlanta, where the conditions are not so dissimilar from these; also based on Nashville where I have been 16 years; also based on when I was chief clerk in the largest terminal in the South, and have some experience in the matter.

555 Mr. Baxter: But your opinion you are now expressing is not based on each element of cost to make up the cost?

Mr. Barham: Let us analyze one element. Mr. Bruce shows \$542.00, I think, as loss and damage, freight, for a period of six months caused by Nashville Terminals. That is absolutely absurd. If we receive a case of hats from St. Louis or Nashville that is robbed in our station, robbed in the yards, and substantially all the robberies

occur in terminals, not one cent is charged to Mr. Bruce. If Mr. Bruce smashes a car by a rough coupling at Nashville and the shipment checks broken at Murphysboro Mr. Bruce does not pay a cent of it. A very large percentage of all our loss and damage, freight, is caused by handling in terminals and none of it is charged against the terminals.

Mr. Baxter: That may be so.

Mr. Barham: Of course it is so.

Mr. Baxter: And so far as your company is concerned that element is also taken into consideration, I believe—I only had the pleasure of reading one of your essays on that subject of making the rates, the element of insurance.

Mr. Barham: The element of insurance is taken in the total rate, but in the allocation of the particular
556 loss, certainly not.

Mr. Baxter: And it is taken care of and paid for not by the Terminal Company nor by you, so far as that is concerned, for that element has already been advanced in the payment of the rate proper, has it not?

Mr. Barham: As all other elements. You might as well say the Nashville, Chattanooga & St. Louis does not pay my salary because its earnings from freight traffic pay it and, therefore, the shipper pays it. It is precisely the same statement.

Mr. Baxter: That is all.

(Witness excused.)

Mr. Jouett: Mr. Henderson, will you admit the city's ownership of stock in the Tennessee Central is a million dollars, or if that is not correct will you have the city clerk file a statement to that effect?

Mr. Henderson: Mr. Girard is assistant city attorney. Personally I do not know if the city has any stock at all. I know it had a million dollars, but I don't know now.

Mr. Jouett: Perhaps you can tell us.

Mr. Girard: We will not deny it is a million dollars, but we won't admit its valuation is a million dollars.

557 Commissioner Meyer: Put it this way, a million dollars par value.

Mr. Girard: Yes, sir; and that is held in escrow.

Mr. Jouett: Can we say it is stipulated by the counsel for the complainant that the city of Nashville owns one million dollars par value stock in the Tennessee Central Railroad Company which, however, is held in escrow?

Mr. Baxter: For voting purposes only, the equities of which have already been sold and they have no pecuniary value whatever in the stock.

Mr. Jouett: You mean no pecuniary interest in the stock?

Mr. Baxter: Interest.

Mr. Jouett: I would like to ask who it is sold to then. That is contrary to what we have been informed in the matter. Perhaps Mr. Baxter can tell us who holds the equity in that stock.

Mr. Baxter: No; I can not, because I have been trying for six months to chase that; but I know it has been disposed of.

Mr. Jouett: Maybe the general counsel of the Tennessee Central Railroad can tell us.

Mr. Stokes: The general counsel of the Tennessee Central does not know.

558 Mr. Jouett: With reference to the stock, I would like for it to be considered that I have filed with the Reporter a printed proclamation that was issued by the Mayor of Nashville in the last month or so, that sets forth the ownership of that stock, and I think it calls upon the citizens to do what they can to aid the Tennessee Central Railroad Company. I am not sure that that is the purport of it. I thought we had a copy of it, but do not seem to have it here. I would like to file that. It is a public record here.

Commissioner Meyer: There could be no objection to your filing it.

Mr. Baxter: I wish you would be kind enough though to give me the issue of the paper that made the proclamation, because I do not remember it.

Mr. Jouett: We will give you the full information, including a copy of it, and the authority for it.

Now we would like to ask Mr. Stokes just to make the statement he made to the Commissioner.

Mr. Stokes: My understanding is that the city of Nashville subscribed a million dollars of face value of capital stock of the Tennessee Central Railroad
559 and in payment of that turned over its bonds in equal amount. That is a piece of common knowledge. There is no dispute about it.

Mr. Jouett: Mr. Stokes is the general attorney of the Tennessee Central Railroad.

JOHN T. LEWIS was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stokes: Mr. Commissioner, I have no disposition to go into great detail in examining this witness. My purpose in putting him on was simply to clear up some matters that have gotten into the record so far as the Tennessee Central is concerned under a misapprehension.

Mr. Lewis, what is your position with the Tennessee Central Railroad?

Mr. Lewis: Terminal agent.

Mr. Stokes: You have charge of the Nashville Terminal Company that is operated by the Tennessee Central Railroad Company?

Mr. Lewis: Yes, sir.

Mr. Stokes: Mr. Henderson in his eloquence 560 spoke of there being no grades in these terminal yards. State the facts about that, please.

Mr. Lewis: There are some very heavy grades in these yards, running from 1.6 per cent up to 8 per cent; 8 per cent is on Front Street. The grade is so great that it is necessary to chain every car that is placed there with anchor chains, and also chuck the wheels.

Mr. Stokes: You can not hold them there with brakes?

Mr. Lewis: No, sir.

Mr. Stokes: There are other grades over these terminal tracks besides that, are there not?

Mr. Lewis: Yes, sir; there is the maximum grade between what we call Central Junction and Busch Park yard which is 2.35 per cent, and then we have a grade between Vine Hill and Pittsfield going west of 1.22 per cent, and then we have a grade between Woodward and Von Blarcom of 1.6 per cent; there are several other grades that I did not get the percentage of that are on North Front Street.

Mr. Stokes: Mention has been made in the evidence, Mr. Lewis, about this switching charge of \$2.00 a car from Baxter Heights to the Hermitage Elevator. What is the distance from Baxter Heights to the Hermitage Elevator?

Mr. Lewis: It is 1.7 miles. 561

Mr. Stokes: What is that movement that is made there? Just describe to the Commissioner the situation there.

Mr. Lewis: Why, it is a movement of grain that goes to the elevator, which is a straight run from Baxter Heights to the elevator and a straight drop from the cars into the elevator, and then practically every car comes

back loaded, and it is a \$2.00 movement each way, which is practically a \$4.00 switching movement on the car.

Mr. Stokes: I will get you to state if the business that comes out of the Hermitage Elevator is not such that the grain they can not get out except they bring it out over the Tennessee Central Railroad, and that they do not sell any there in that community that is hauled away by wagons or taken away in any other way?

Mr. Lewis: It is practically impossible to reach it by wagons.

Mr. Stokes: And all of the grain you get a double haul on?

Mr. Lewis: Yes, sir.

Mr. Stokes: 1.7 miles?

Mr. Lewis: Yes, sir.

Mr. Stokes: Now the number of cars you carry from Baxter Heights to the Hermitage Elevator, do you
562 carry few or many?

Mr. Lewis: Well, we have taken in one drag anywhere from five to as high, I think, as 17 or 18 cars.

Mr. Stokes: That is just one movement.

Mr. Lewis: That is one movement.

Mr. Stokes: And it is \$2.00 hauling it in?

Mr. Lewis: Yes, sir.

Mr. Stokes: And you get it when it comes out of the elevator, the \$2.00 back?

Mr. Lewis: Yes, sir.

Mr. Stokes: Where is the place of McLemore-Crutch-
cher?

Mr. Lewis: That is in what is known as the Go Ahead switch in the alley.

Mr. Stokes: That is down here in Front Street near the depot, is it not?

Mr. Lewis: Yes, sir.

Mr. Stokes: How far is that in miles from Baxter Heights?

Mr. Lewis: That is a little over 9 miles; about 9.1 or a little over.

Mr. Stokes: How many movements do you have to make with a car being shipped from Baxter Heights to McLemore-Crutch-
563

Mr. Lewis: It is handled by three distinct switch engines or crews.

Mr. Stokes: Describe how that is done.

Mr. Lewis: What we call the belt engine will take the car at Baxter Heights, move it to Southern Junction; that car moves, of course, in the regular string of cars that comes in, probably anywhere from 10 to 30 cars

in the string. That is broken up in the yard at Southern Junction by the yard engine there, then the downtown engine must take it and bring it down to the Basin Alley switch and place it; so it is handled by three switch engines in making the movement.

Mr. Stokes: What is the character of the business that McLemore-Crutcher do? Do they sell their stuff to the city trade or do you get back all the cars from there loaded again?

Mr. Lewis: We have but a very very small movement out. As far as carload movement is concerned I do not recall in the past two or three years more than—I do not know—maybe eight or ten cars on a rough guess; it may be more than that, because I don't see each one individually.

Mr. Stokes: They sell to the city trade here?

Mr. Lewis: Principally, yes.

564 Mr. Stokes: Mr. Lewis, how many industries are located on the terminals are local to the Tennessee Central?

Mr. Lewis: In a rough count which I made this morning, which is approximately correct, I figure that there are 169.

Mr. Stokes: How many?

Mr. Lewis: 169; 111 of these are served exclusively by the Tennessee Central and 58 are served jointly by the Louisville & Nashville, Nashville, Chattanooga & St. Louis and Tennessee Central road.

Mr. Stokes: Will you make a list of those various industries, giving the location and also the character of business conducted there, and file it in connection with your evidence?

Mr. Lewis: I will.

Mr. Stokes: How much space has the Terminal Company operated by the Tennessee Central for cars? How many cars can you take care of?

Mr. Lewis: About 2,100; 2,101, I think is the actual count.

Mr. Stokes: That is all, sir.

CROSS-EXAMINATION.

Mr. Gwathmey: How many of the industries that you mention are located on Front Street?

Mr. Lewis: On Front Street?

565 Mr. Gwathmey: Yes.

Mr. Lewis: I don't know; I couldn't tell you exactly from count; I should say that there was in the

neighborhood of 30 from Clark Street—I think it is Clark Street down to Broad.

Mr. Gwathmey: Of those industries how many have an actual frontage on the railroad tracks of more than one car length?

Mr. Lewis: It is either three or four; I am not sure which, more than one car length.

Mr. Gwathmey: So the majority have a frontage of less than one car length?

Mr. Lewis: Not less than one car; one car length. They all have one car length. There are three or four that have more than one car length. For instance, the Brandon Printing Company have two or three. Lipscomb have two, Derryberry have two.

Mr. Gwathmey: Are there not many concerns there have not more than 25 feet frontage?

Mr. Lewis: I do not know what the frontage is, but we place cars for every industry or jobbing firm that is on the street.

Mr. Gwathmey: Let me put it this way: do you
566 think you can place at any one time as many cars on that street as you have named firms located on that street?

Mr. Lewis: No; I do not believe I could.

Commissioner Meyer: Now I think you ought to tell us how often all the firms receive a car at the same time.

Mr. Lewis: Well, we have very little trouble with that, Mr. Commissioner.

Commissioner Meyer: Well, I was not very serious about that.

Mr. Lewis: For the reason we make two switches there a day and they give way to one another; one will take the morning switch and the other will take the afternoon.

Mr. Stokes: I forgot to ask you the mileage.

Mr. Lewis: We average approximately 21 miles in the terminals.

Mr. Henderson: I simply want to make the statement for my own benefit more than anything else, that in making my statement yesterday as to the grade I did overlook Front Street. I know there is some grade there myself, but it is off of the main terminals.

Mr. Lewis: That is where we do the biggest part of our switching.

Mr. Henderson: But it is not on your main terminal?

567 Mr. Lewis: We call it on the terminal.

Mr. Henderson: Yes, I understand. I just wanted to correct that for my own satisfaction.

Mr. Lewis: There are several other pretty good ones.

Mr. Henderson: Not like that.

Mr. Lewis: You go to the National Railway & Light Company and you will strike it pretty near as bad. I would say, without the actual figures, we have 4.5 or 5 per cent there.

Mr. Baxter: Mr. Lewis, a great many of those stores which were facetiously referred to have side tracks inside of the stores, have they not?

Mr. Lewis: No, sir.

Commissioner Meyer: Is there anything else? That seems to be all, Mr. Lewis.
(Witness excused.)

Commissioner Meyer: Have you any other witnesses?

Mr. Stokes: No, sir.

Mr. Baxter: Mr. Commissioner, I understood this morning we had a right to cross-examine, in order to save time on Exhibit Number 8, the elements of cost.

Commissioner Meyer: I understand that you
568 and opposing counsel have reached an agreement with respect to that and that is entirely satisfactory to the Commission.

Mr. Baxter: Now as to the limited time for that cross-examination and reply to the cross questions that they want to put.

Mr. Jouett: What have you to suggest about it, Mr. Baxter? Whatever you suggest.

Mr. Baxter: I suggest we be allowed 10 days and you 5 days after to cross, and then submit it to the witness and let him answer the original and cross at the same time, just like he would on interrogatories.

Mr. Jouett: Well, 5 days is rather short for us, because it will probably take just about as much investigation, and we have to make our engagements to get together, and I am going to be away for the next 40 days. I do not expect that to delay it, but if they have 10 days I would like 10 days also.

Mr. Baxter: I am perfectly willing you have 10 days, but wish that the original and cross be both submitted at the same time.

Mr. Jouett: You mean submitted for answer?

Mr. Baxter: Yes.

569 Mr. Jouett: But we can not cross yours until we get them.

Mr. Baxter: No. You do it on interrogatories.

Mr. Jouett: You give us the interrogatories.

Mr. Baxter: And you have 10 days in which to cross those cross interrogatories, and the originals and cross interrogatories to be forwarded to the witness for him to answer.

Mr. Jouett: That is agreeable.

Mr. Baxter: And no briefs are to be required until the witness answers.

Mr. Jouett: Of course not.

Commissioner Meyer: Well, the witness, of course, will answer within the limits of time that you gentlemen have agreed upon. I do not see how the Commission can well extend the dates for briefs pending the filing of this statement.

Mr. Jouett: By consent, can we not, Mr. Commissioner, of both parties? The Commission probably is not interested in hurrying the hearing. In other words, to avoid another hearing, if we adjourn this hearing for 20 days to finish the proof in the interrogatory form ought we not to consider the case finished then and let the Commission fix the briefs beyond then, whatever is thought proper by the Commission?

Commissioner Meyer: That would probably postpone the argument quite a long time.

Mr. Jouett: Yes.

Commissioner Meyer: But as I understand your agreement here is that information will be in hand a week or ten days before the time for filing the first brief.

Mr. Jouett: I do not know. I thought you might fix a time so many days after these 20 days.

Commissioner Meyer: That means the case can not be argued until next fall.

Mr. Jouett: I know Mr. Baxter and I are both very busy this spring.

It is understood that a number of exhibits were referred to by Witness Keeble and by other witnesses for the defendants, copies of which exhibits were not at hand for distribution at the time the testimony was offered. It is agreed as to these that the exhibits may be filed with the Reporter as if filed at the hearing, and two copies of each of such exhibits ought to be furnished to the complainant.

It is further stipulated that the interrogatories to be propounded by the complainants to Witness Bruce in regard to the exhibit showing cost of switching service ought to be prepared by complainants and furnished to defendants on or before April 6, 1914. There-

upon the defendants are given until April 16th in which to prepare their cross interrogatories, such interrogatories and cross interrogatories to be forthwith furnished to this witness, who is to prepare his answers and file same with the Commissioner, giving copies thereof to the parties hereto on or before June 1, 1914.

Commissioner Meyer: It is also understood that complainants' brief will be filed July 1, 1914, defendants' brief September 1, 1914, and complainants' reply September 20, 1914.

Argument is tentatively set for the first week of argument before the Commission in October, 1914.

Whereupon at 5:45 P. M., on the 26th day of March, 1914, the hearing in the above entitled matter was closed.

EXHIBIT E FILED SUBSEQUENT TO HEARING BY WITNESS KEEBLE, CONTRACT OF LEASE, DATED APRIL 27, 1896, BETWEEN N., C. & ST. L. RAILWAY COMPANY, L. & N. TERMINAL COMPANY AND L. & N. RAILROAD COMPANY.

THIS INDENTURE, made this 27th day of April, 1896, by and between the Louisville & Nashville Railroad Company, a corporation chartered, organized and existing under the laws of the State of Kentucky, and known hereinafter as the first party; the Louisville & Nashville Terminal Company, a corporation chartered, organized and existing under the laws of the State of Tennessee, and known hereinafter as the second party; and the Nashville, Chattanooga & St. Louis Railway, a corporation chartered, organized and existing under the laws of the State of Tennessee, and known hereinafter as the third party, WITNESSETH:

ARTICLE I.

The said first party hath letten, and by these presents doth grant, demise and to farm let unto the said second party, its successors and assigns, the following described pieces or parcels of land, situated in the city of Nashville, County of Davidson and State of Tennessee, and bounded and described as follows, viz.:

No. 1—A lot of land beginning at a stake on the south side of Gay Street, the northeast corner of a tract of land owned in 1858 by Wm. Copers and running thence southerly at right angles 110 feet more or less to an alley; thence in an easterly direction with said alley 38 feet; thence in a northerly direction 110 feet to a point on the south line of Gay Street; thence in a westerly direction 38 feet to the place of beginning.

No. 2—A triangular lot beginning at a point on the south side of Gay Street, at the intersection of the east line of the lot described in description No. 1; thence in a southerly direction with the west line of lot described in description No. 1 twenty-five feet; thence in a northeasterly direction 25 feet more or less to a point on the south side of Gay Street, 4 feet east of the east line of lot described in description No. 1; thence in a westerly direction with the south line of Gay Street 4 feet to the point of beginning.

No. 3—A lot or parcel of land being all of lot No. 2 and $18\frac{1}{2}$ feet off of the east side of lot No. 4 of the B. M. Barnes Addition to the City of Nashville, fronting 52 feet on the north side of Pearl Street and extending north between parallel lines 110 feet more or less to an alley.

No. 4—A lot or parcel of land beginning at a point on the south line of Pearl Street, being the northwest corner of the land originally owned by H. Murray; thence southerly, at right angles to Pearl Street 60 feet; thence westerly, parallel to Pearl Street 15 feet; thence southerly at right angles 165 feet 7 inches more or less to the north line of Shankland Street; thence in a westerly direction with the north line of Shankland Street 80 feet; thence in a northerly direction, at right angles, 225 feet 7 inches more or less to the south line of Pearl Street; thence in an easterly direction with the south line of Pearl Street, 95 feet to the point of beginning.

No. 5—A lot or parcel of land beginning at a point on the north line of Cedar Street 138.1 feet easterly from the east line of Belleville Street; thence running northerly parallel with Belleville Street 248 feet to the south line of Shankland Street thence easterly along the south line of Shankland Street 35 feet; thence southerly at right angles 68 feet; thence westerly parallel with Cedar Street 11 feet; thence in a southerly direction 180 feet to Cedar Street; thence in a westerly direction with the north line of Cedar Street, 24 feet to the place of beginning.

No. 6—Also the railroad and right of way on which the same is constructed from the south line of Gay Street over the lots above described and across Pearl and Shankland and Cedar streets to the south line of Cedar Street.

TO HAVE AND TO HOLD the said premises, with the appurtenances thereunto belonging, including all rights of way, ways, and other easements, unto said second party, its successors and assigns for the term of nine

hundred and ninety-nine years from the 1st day of May, 1896.

ARTICLE II.

Said first party doth hereby for itself, its successors and assigns, covenant with said second party, its successors and assigns that it and they, paying the rent hereinafter reserved, and performing the covenants hereinafter on its and their part contained, shall and may peaceably possess and enjoy the premises described in the First Article, for the term granted in said first Article, without any interruption or disturbance from said first party or its successors or assigns, or any other person, or persons whomsoever lawfully claiming by, from or under said first party or its successors or assigns.

ARTICLE III.

Said first party doth hereby for itself, its successors and assigns, covenant with said second party, its successors and assigns, that said first party, its successors and assigns, will on or before the expiration of the term in the first Article granted, at the request and expense of said second party, its successors or assigns, grant and execute to it, or them, a new lease of the premises demised and described in the first Article, together with their appurtenances, for the further term of nine hundred and ninety-nine years, to commence from the expiration of said term in the first Article granted, at the same yearly rent, payable in like manner, and subject to the like covenants, provisos and conditions (except a covenant for further renewal) as are contained in these presents, in relation to said premises.

ARTICLE IV.

Said first party doth hereby for itself, its successors and assigns, covenant with said second party, its successors and assigns, that said first party, its successors and assigns, will, henceforth, during the residue of the term granted in the First Article, and during the residue of the term that may be granted in any new lease which may be executed as provided in the third article, upon every reasonable request, and at the cost of said second parties, its successors or assigns, make, do and execute, or cause to be made, done and executed, all such reasonable acts, deeds, and assurances in the law whatsoever, for the further, better or more satisfactorily granting, demising and assuring the said premises or any part

thereof, described in the first Article, together with their appurtenances, unto said second party, its successors and assigns for the then residue of the term granted in said first article, or for the then residue of the term that may be granted in any new lease which may be executed, as provided in the third article as by said second party, its successors or assigns, or its of their counsel in the law shall be reasonably required, and be tendered to be made, done and executed.

ARTICLE V.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns, that as rent for the premises and their appurtenances, described in the first article, for the term granted in said first article, and for the term that may be granted in any new lease which may be executed as provided in the third article, said second party, its successors and assigns, will pay to said first party, its successors and assigns, the yearly sum of _____ dollars, to be paid in equal quarterly payments on the first days of October, January, April and July in each and every year.

ARTICLE VI.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns that said second party, its successors and assigns, shall and will during the term granted in the first article, and during the term that may be granted in any new lease which may be executed, as provided in the third article, at its and their proper cost and charge, well and sufficiently keep in repair, when and as often as the same shall require, the premises described in said first article, together with their appurtenances, including all rights of way, ways, and other easements, and all such main and side railroad tracks, switches, cross-overs and turnouts, and all such other terminal facilities, as may be hereafter erected, or constructed, upon the premises described in the first article.

And also, that in case the same, or any part thereof, shall, at any time during said term, be destroyed or injured by fire, wind or lightning, said second party, its successors and assigns, shall and will, at its and their proper cost and charges, forthwith proceed to rebuild or repair the same, in as good condition as the same were before such destruction or injury.

ARTICLE VII.

Said second party both hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns that it shall be lawful for said first party, its successors or assigns, by its or their agent, or agents, at all seasonable times during the term granted in the first article, and during the term that may be granted in any new lease which may be executed, as provided in the third article, to enter upon the premises described in the first article, and to examine the condition of the said premises; and further, that all wants of reparation, which, upon such views, shall be found, and for the amendment of which notice in writing shall be left at the premises, said second party, its successors and assigns, shall and will, within three calendar months next after every such notice, well and sufficiently repair, and make good accordingly.

ARTICLE VIII.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns, that said second party, its successors and assigns, shall and will, during the term that may be granted in the first article, and during the term that may be granted in any new lease which may be executed, as provided in the third article, pay and discharge all taxes, rates, duties and assessments whatsoever, which shall be taxed, assessed, levied, imposed or charged upon the premises described in the first article, or any part thereof, or their appurtenances, or which may, on account thereof, be taxed, assessed, levied, imposed or charged upon said first party, its successors or assigns.

ARTICLE IX.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns, that, at the expiration of the term granted in the first article, or at the expiration of the term that may be granted in any new lease which may be executed as provided in the third article, or at any sooner termination of this present lease, of any such new lease, said second party, its successors and assigns, shall and will peaceably surrender and yield up unto said first party, its successors and assigns, the premises described in the first article, with their appurtenances.

ARTICLE X.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its suc-

cessors and assigns that if the rents reserved in the fifth article, or any part thereof shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or, in case of the breach of non-performance of any of the covenants, provisos, or conditions herein contained on the part of the said second party, its successors and assigns, then it shall be lawful for said first party, its successors or assigns, at any time thereafter, into and upon the premises described in the first article, or any part thereof, in the name of the whole, to re-enter, and the same again repossess, and enjoy, as of its or their former estate, anything hereinbefore contained to the contrary notwithstanding.

ARTICLE XI.

Inasmuch as the property by this lease demised was acquired in pursuance of an agreement dated May 1, 1872, between the Nashville & Chattanooga Railroad Company and the first party, and by reason thereof the third party, which is the successor to said Nashville & Chattanooga Railroad Company, is entitled to certain rights in the demised property, the third party hereby joins in this lease for the purpose of granting and demising to the second party, for so long a time as this lease may continue in force and for such further time as any new lease executed under Article third may continue in force, all rights which it, the said third party, is entitled to in the said demised property.

IN WITNESS WHEREOF, the said parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents, attested by their respective Secretaries or Assistant Secretaries, and their respective corporate seals to be hereunto affixed, the date above written, in duplicate originals.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,

By M. H. SMITH, *President*.

Attest:

J. H. ELLIS, *Secretary*.

LOUISVILLE & NASHVILLE TERMINAL COMPANY,

By M. H. SMITH, *President*.

Attest:

J. H. ELLIS, *Secretary*.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY,

By J. W. THOMAS, *President*.

Attest:

J. H. AMBROSE, *Secretary*.

THIS INDENTURE, made this 27th day of April, 1896, by and between the Nashville, Chattanooga & St. Louis Railway, a corporation chartered, organized, and existing under the laws of the State of Tennessee, and known hereinafter as the first party; the Louisville & Nashville Terminal Company, a corporation chartered, organized, and existing under the laws of said State, and known hereinafter as the second party; and the Louisville & Nashville Railroad Company, a corporation chartered, organized, and existing under the laws of the State of Kentucky and known hereinafter as the third party, WITNESSETH:

ARTICLE I.

That said first party hath letten, and by these presents does grant, demise and to farm let unto the said second party, its successors and assigns, the following described pieces or parcels of land, situated in the City of Nashville, County of Davidson and the State of Tennessee, and bounded and described as follows, viz.:

No. 1. Beginning at the northeast corner of Church and McCreary streets; running thence eastward with the north line of Church Street 435.2 feet to the southwest corner of a 45 foot lot owned by Jas. McKeon; thence northwestward parallel with Walnut Street and with said McKeon's west line, which is the east line of a lot sold by T. P. Brady to the first party, by deed recorded in book 83, p. 134, register's office of Davidson County, 178.3 feet to McKeon's northwest corner, being the southwest corner of a lot sold by Jas. McKeon to the first party, by deed recorded in book 39, page 603, Register's office of Davidson County, thence eastward at right angles 45 feet with McKeon's north line to said McKeon's northeast corner; thence southward parallel with Walnut Street and with McKeon's east line 175.8 feet to a point in the north line of Church Street 480.2 feet east of McCreary Street; thence eastward with the north line of Church Street 292.8 feet, more or less to the northwest corner of Church and Walnut streets; thence northward with the west line of Walnut Street 1,048.5 to the southwest corner of Cedar and Walnut streets; thence westward with the south line of Cedar Street 454 feet to the northeast corner of the Lusk property, which is 463 feet eastward from the southwest corner of Cedar and McCreary streets; thence southward with the line between the Lusk property and the lot sold to the Nashville & Chattanooga Railroad Company by Vannoy Turbeville & Co., by deed recorded in book 32, page 165, Register's

office of Davidson County, 643.5 feet, more or less to the north line of the property sold by Jno. Baird to the Nashville & Chattanooga Railroad Company by deed recorded in book 39, page 599, Register's office of Davidson County; thence westward with said line 165.4 feet, more or less, to the southwest corner of the Lusk property, which is the southeast corner of lot No. 114, Hynes Addition, sold by Capers Chapel to the first party by deed recorded in book 104, page 461, Register's office of Davidson County; thence northward with the line between said lot 114 and the Lusk property 145 feet more or less, to the south line of Hynes Street; thence westward with the south line of Hynes Street 215 feet, more or less, to the southeast corner of Hynes and McCreary streets; thence southward with the east line of McCreary Street 70 feet more or less to the line between lots 112 and 113, Hynes Addition; thence eastward with said line 145 feet to the west line of said lot 114; thence southward parallel with and 145 feet from the east line of McCreary Street with the line between the said John Baird property, and Hynes Addition, 245 feet, more or less, to the northeast corner of lot 117, Hynes Addition; thence westward with the line between lots 117 and 116, Hynes Addition, 145 feet to the east line of McCreary Street; thence southward with the east line of McCreary Street 225 feet to the beginning point.

No. 2. Beginning at a point in the north line of Broad Street 80.3 feet west of its intersection with the west line of Walnut Street running thence northward with the west side of a stone wall 242.5 feet; thence eastward 67 feet to a point in the west line of Walnut Street distant 234.5 feet from the north line to Broad Street; thence northward with the west line of Walnut Street 793.1 feet to the southwest corner of Church and Walnut streets; thence westward with the south line of Church Street 619.3 feet to the east line of Hynes Addition; thence southward 347.5, more or less, to the north line of Grundy Street; thence eastward with the north line of Grundy Street 7 feet, thence southward, along the east line of lots 206, 207, and 13 of McNairy's addition 660.2 feet to the north line of Broad Street; thence eastward with the north line of Broad Street 498 feet, more or less, to the beginning.

No. 3. Lots 69, 71 and 73 of McNairy's plan of West Nashville, fronting 150 feet on the south side of McGavock Street, and running back between parallel lines at right angles thereto 166 feet to a twelve foot alley, being the same lots conveyed to the first party by deeds

as follows: lot 69, by Chancery Court decree, recorded in book 160, page 181, Register's office of Davidson County; lot 71 by C. D. Berry and wife, by deed recorded in book 69, page 273, Register's office of Davidson County; and lot 73 by W. H. Fletcher and wife, by deed recorded in book 79, page 148, Register's office of Davidson County. Also lot No. 138 McNairy's plan of West Nashville, described as follows: beginning at the northwest corner of Demonbreun Street and the old middle Franklin turnpike; thence westward with the north line of Demonbreun Street 34.8 feet to the southeast corner of lot No. 139; thence northward with the line between lots 139 and 139, 166.2 feet to a 12 foot alley; thence eastward with the south line of said alley 145.4 feet to the west line of said turnpike; thence southward with said west line of said turnpike, 200 feet, more or less, to the beginning, being the same lot conveyed to the first party by Rob't Ewing, C. & M. by deed recorded in book 68, page 465, Register's office of Davidson County.

Also beginning at a point in the Southern line of Broad Street 20 feet west of the centre line of the main track of the N. C. & St. L. R'y and in the line of the right of way of said road; thence southward parallel with said railroad, and 20 feet therefrom, 629.5 feet, more or less, to a point in the south line of old middle Franklin turnpike 20 feet west of the center line of the main track of the N. C. & St. L. R'y, which point is the northwest corner of lot No. 1 in the McClain plan of lots, which plan is registered in Book 21, p. 44, Register's office of Davidson County, running thence southward along said line of said turnpike 250 feet to the southwest corner of lot No. 4 of said McClain plan, where there is an off-set in said line of said turnpike; thence eastward with the south line of said lot 4, and with the said off-set in said turnpike line 14 and $\frac{1}{2}$ feet to the line of said turnpike, where it was fifty feet wide; thence southward with the said line of said turnpike 881 feet to the southwest corner of a lot sold by S. G. Moore and wife and others to the first party by deed recorded in Book 47, page 265, Register's office of Davidson County; thence eastward with the south line of said last named lot, 532 feet, more or less, to the center line of Overton Street, if extended, 170 feet more or less, to the southwest corner of a lot sold by Wm. Woodfolk to the first party by deed recorded in book 69, page 274, Register's Office of Davidson County, which corner is the same as point C described in said deed; thence, eastward with the south line of the last named lot, passing through the northwest corner

of the Lanier Mill building, 198 feet, more or less, to a point in the face thereof about 14 feet from said corner, and 48 feet, more or less, distant from the center line of the main track of the first party; thence, southwardly, along the face of said mill, 163 feet to an angle therein, which is 33.9 feet from the center of said main track; thence, southwardly along the face of said mill, parallel with the said railroad and 33.9 feet from its center line 171.5 feet, more or less, to a point in the center of what was formerly Hay Street; thence south with the said center line of Hay Street 104 feet, more or less, to the north line of a ten foot alley, which runs parallel to Gleaves Street; thence eastward, along the north line of said alley 168 to the west line of a twelve foot alley; thence northwardly along said line $10\frac{1}{2}$ feet, more or less, to the right of way of the N. C. & St. L. R'y 20 feet from the center line of the main track of the same; thence southeastward along said right of way line 272 feet, more or less, to the northwest corner of Gleaves and Spruce streets; thence northward, with the west line of Spruce Street 87 feet, more or less, to the line of the right of way of said railroad, 30 feet from its center line; thence northwestward along said right of way line, 240 feet, more or less, to the west line of a twelve foot alley, at a point 20 feet northeastward from the center line of said railroad; thence northward with the west line of said alley 93 feet, more or less, to the northeast corner of a lot conveyed to the first party by Rob't Ewing, C. & M., by deed recorded in book 68, page 263, Register's office of Davidson County; thence westward with the north line of said lot passing through the Nashville Mills Bldg. 136 feet, more or less, to a point in the face thereof, 25.5 feet from the center line of the main track of said railroad; thence northwestward, parallel with said railroad, and along the face of said mill, 112 feet, more or less, to the northwest corner of said mill building; thence northeastward at right angles to the face of said mill, 13 inches, more or less, to the northern face of a brick boundary wall erected by the first party; thence northwestward, along the face of said wall parallel with said railroad, 106 feet, to an offset thence southwestward, at right angles, along said offset, 12.5 feet, to the face of said wall at a point 14 feet from the center line of the main track of said railroad; thence northwestward, along the face of said wall 80 feet to a point 13.4 feet from the center of said main track at the point of curve of same; thence northward along said wall in a curve to the right, 200 feet to a point 14.4 feet from said center

line; thence northward along said wall 200 feet to a point 14.1 feet from said center line; thence northward along said wall 160 feet to a point 13.7 feet from the center of said railway at the point of tangent thereof; thence northward with the face of said wall in a straight line along the line of an alley and south Walnut Street 1,325 feet, more or less, to its intersection with the south line of Broad Street to a point 20.5 feet from the center line of said main track; thence with the southern line of Broad Street 40.5 feet to a point in the right of way line 20 feet west of the center line of said railroad to the beginning.

All of the pieces or parcels of land above described in this article are more clearly shown on the plats which are hereto attached and made part hereof.

No. 4. Also rights of way, railroad tracks, and property of every other description which the first party has in or across Cedar Street east of the west line of Belleville Street, and all rights of way, railroad tracks and property of every other description, which the first party has in or across Church Street and in or across Broad Street.

TO HAVE AND TO HOLD the said premises, with the appurtenances thereto belonging, including all rights of way, ways and other easements, all passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops, and other buildings erections, and structures, all main and side railroad tracks, switches, cross-overs and turn-outs, and all other terminal facilities now located upon said premises or any part of portion thereof, unto said second party, its successors and assigns for the term of nine hundred and ninety-nine years from the first day of May, 1896.

ARTICLE II.

Said first party doth hereby for itself, its successors and assigns, covenant with the said second party, its successors and assigns, that it and they, paying the rent hereinafter reserved, and performing the covenants hereinafter on its and their part, contained shall and may peaceably possess and enjoy the premises described in the first article for the term granted in said first article without any interruption or disturbance from the said first party or its successors or assigns, or any other person, or persons, whomsoever, lawfully claiming by, from or under said first party, or its successors or assigns.

ARTICLE III.

Said first party doth hereby for itself, its successors and assigns, covenant with said second party, its successors and assigns, that said first party, its successors and assigns, will, on or before the expiration of the term in the first article granted, at the request and expense of said second party, its successors or assigns, grant, and execute to it or them, a new lease of the premises demised and described in the first article together with their appurtenances for the further term of nine hundred and ninety-nine years, to commence from the expiration of said term in the first article granted, at the same yearly rent, payable in like manner, and subject to like covenants, provisos, and conditions (except a covenant for further renewal), as are contained in these presents, in relation to said premises.

ARTICLE IV.

Said first party doth hereby for itself, its successors and assigns, covenants with said second party, its successors and assigns, that said first party, its successors and assigns, will, henceforth, during the residue of the term granted in the first article, and during the residue of the term that may be granted in any new lease which may be executed as provided in the third article, upon every reasonable request, and at the cost of said second party, its successors and assigns, make, do, and execute, or cause to be made, done, and executed, all such reasonable acts, deeds, and assurances in the law, whatsoever, for the further, better, or more satisfactorily granting, demising or assuring, the said premises or any part thereof, described in the first article together with their appurtenances unto said second party, its successors and assigns, for the then residue of the term granted in said first article, or for the then residue of the term that may be granted in any new lease which may be executed, as provided in the third article, as by said second party, its successors or assigns, or its or their counsel in the law, shall be reasonably required, and be tendered to be made, done, and executed.

ARTICLE V.

Said first party doth hereby, for itself, its successors and assigns, covenant with the said second party, its successors and assigns, that said second party, its successors and assigns, without impeachment of waste, and without being liable for the value thereof, but at its or

their own cost and expense, altar or pull down and destroy, all such passenger or freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops and other buildings, erections and structures, as are now located upon the premises or any part thereof, which are described in the first article; and that at the expiration of the term granted in the first article, or at the expiration of the term that may be granted in any new lease which may be executed as provided in the third article, or at any sooner termination of this present lease, or of any new lease, said first party, its successors and assigns, will pay to the said second party, its successors or assigns, in cash, the then fair, and reasonable, value of all such passenger, or freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops and other buildings, erections and structures, and of all such main and side railroad tracks, switches, cross-overs and turn-outs, and of all such other terminal facilities as said second party, its successors or assigns, may have erected or constructed, and which may then be upon the premises, or any part thereof, which are described in the first article.

ARTICLE VI.

The second party doth hereby, for itself, its successors and assigns, covenant with the said first party, its successors and assigns, that as rent for the premises, and their appurtenances, described in the first article, for the term granted in the said first article, and for the term that may be granted in any new lease which may be executed as provided in the third article, said second party, its successors and assigns, will pay to said first party, its successors and assigns, the yearly sum of—— dollars to be paid in equal quarterly payments on the first day of October, January, April, and July, in each and every year.

ARTICLE VII.

Said second party doth hereby, for itself, its successors and assigns, covenant with the said first party, its successors and assigns, that the said second party, its successors and assigns, will, with all reasonable dispatch, and during the term granted in the first article, erect and construct upon the premises described in said first article, and upon other premises to be used in connection therewith, all such passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, **shops** and other buildings, erections and structures, and

all such main and side railroad tracks, switches, cross-overs and turn-outs, and all such other terminal facilities as may be necessary to provide suitable and adequate railroad terminal facilities for such of the railroads entering Nashville, Tennessee, as may contract therefor, with the second party, its successors and assigns.

ARTICLE VIII.

Said second party doth hereby for itself, its successors and assigns, covenant with said first party, its successors and assigns, that said second party, its successors and assigns, shall and will during the term granted in the first article, and during the term that may be granted in any new lease which may be executed as provided in the third article, at its and their proper cost and charges, well and sufficiently keep in repair, when and as often as the same shall require, the premises described in said first article, together with their appurtenances, including all rights of way, ways, and other easements, all such passenger and freight depot buildings, office buildings, sheds, warehouse, roundhouses, shops and other buildings, erections and structures, and all such main and side railroad tracks, switches, cross-overs and turn-outs, and all such other terminal facilities as may be hereafter erected, or constructed, upon the premises described in the first article.

And also, that in case the same or any part thereof shall at any time during said term be destroyed or injured by fire, wind or lightning, said second party, its successors and assigns, shall and will at its and their proper costs and charges, forthwith proceed to rebuild or repair the same in as good condition as the same were before such destruction or injury.

ARTICLE IX.

Said second party doth hereby, for itself, its successors and assigns, covenant with said first party, its successors and assigns, that so soon as the same shall be erected or constructed, said second party, its successors and assigns, shall and will, forthwith insure against loss by fire, all such passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops and other buildings, erections and structures as may be hereafter erected or constructed upon the premises described in the first article; that the same shall be so insured to the full value thereof, in some respectable insurance company or companies; that the same shall be

kept so insured during the term granted in the first article, and during the term that may be granted in any new lease which may be executed as provided in the third article; and as often as the property so insured shall be burned down, or damaged by fire, all and every the sum or sums of money which shall be recovered or received by said second party, its successors or assigns, for or in respect of such insurance, shall be laid out and expended by it, or them, in rebuilding, or repairing the property insured, or such parts thereof as shall be destroyed or injured by fire.

ARTICLE X.

Said second party doth hereby for itself, its successors and assigns, covenant with said first party, its successors and assigns that it shall be lawful for said first party, its successors or assigns, by its or their agent, or agents, at all seasonable times during the term granted in the first article and during the term that may be granted in any new lease which may be executed as provided in the third article, to enter upon the premises described in the first article, and to examine the condition of the said premises; and further, that all wants of reparation, which upon such views, shall be found, and for the amendment of which notice in writing shall be left at the premises, said second party, its successors and assigns, shall and will, within three calendar months, next after such notice, well and sufficiently repair and make good accordingly.

ARTICLE XI.

Said second party doth hereby for itself, its successors and assigns, covenant with said first party, its successors and assigns, that said second party, its successors and assigns, shall and will during the term granted in the first article, and during the term that may be granted in any new lease which may be executed as provided in the third article, pay and discharge all taxes, rates, duties and assessments whatsoever, which shall be taxed, assessed, levied, imposed or charged upon the premises described in the first article, or any part thereof, or their appurtenances, or which may, on account thereof, be taxed, assessed, levied, imposed, or charged upon said first party, its successors or assigns.

ARTICLE XII.

Said second party doth hereby for itself, its successors and assigns, covenant with said first party, its successors and assigns, that at the expiration of the term granted in the first article, or at the expiration of the term that may be granted in any new lease which may be executed as provided in the third article or at any sooner termination of its present lease, or of any such new lease, said second party, its successors and assigns, shall and will, peaceably surrender and yield up unto said first party, its successors and assigns, the premises described in the first article with their appurtenances, provided said first party, its successors and assigns, shall have first paid in cash to said second party its successors and assigns, the fair and reasonable value of the buildings, erections and structures, mentioned and provided for in the fifth article.

ARTICLE XIII.

Said second party doth hereby for itself, its successors and assigns, covenant with the first party, its successors and assigns, that if the rents reserved in the sixth article, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made therefor) or in case of the breach, or non-performance of any of the covenants, provisos, or conditions, herein contained on the part of said second party, its successors and assigns, then it shall be lawful for said first party, its successors or assigns, at any time thereafter, into and upon the premises described in the first article, or any part thereof, in the name of the whole, to re-enter and the same again repossess and enjoy as of its or their former estate, anything hereinafter to the contrary notwithstanding.

ARTICLE XIV.

Inasmuch as the third party is entitled to certain rights and privileges in the property by this lease demised, under on agreement dated the first day of May, 1872, between the Nashville & Chattanooga Railroad Company (to which company the first party is the successor) and the third party, the third party hereby joins in this lease for the purpose of granting and demising to the second party, for so long a time as this lease may continue in force, and for such further time as any new lease

executed under article third may continue in force, all rights and privileges which it, the second party, is entitled to in the said demised property.

IN WITNESS WHEREOF, the said party hereto have cause these presents to be signed by their respective Presidents or Vice-Presidents, attested by their respective Secretaries or Assistant Secretaries and their respective corporate seals to be affixed, the date above written in duplicate originals.

(Seal.)

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY,
By J. W. THOMAS, *President*.

Attest: J. H. AMBROSE, *Secretary*.

(Seal.)

LOUISVILLE & NASHVILLE TERMINAL COMPANY,
By M. H. SMITH, *President*.

Attest: J. H. ELLIS, *Secy*.

(Seal.)

LOUISVILLE & NASHVILLE RAILROAD COMPANY,
By M. H. SMITH, *President*.

Attest: J. H. ELLIS, *Secy*.

**EXHIBIT D FILED SUBSEQUENT TO HEARING BY WITNESS
KEEBLE. ACT OF INCORPORATION AND BY-LAWS OF L. & N.
TERMINAL COMPANY.**

ACT OF INCORPORATION

and

BY-LAWS

of the

LOUISVILLE & NASHVILLE TERMINAL
COMPANY.

CHARTER OF INCORPORATION.

State of Tennessee,

BE IT KNOWN THAT J. W. THOMAS, ED. BAXTER, W. G. HUTCHESON, M. H. SMITH, and M. J. REEDY, all of whom are over twenty-one years of age, are hereby constituted a body politic and corporate, by the name and style of the LOUISVILLE & NASHVILLE TERMINAL COMPANY, for the purpose of acquiring, constructing, maintaining, operating, or leasing to others, railroad terminal facilities for the accommodation of railroad passengers, and for handling and transferring railroad freight. The general powers of said corporation are as follows:

To sue and be sued by the corporate name; to have and use a common seal, which it may alter at pleasure; if no common seal, then the signature of the name of the corporation by any duly authorized officer shall be legal and binding; to purchase and hold, or receive by gift, in addition to the personal property owned by said corporation, any real estate necessary for the transaction of the corporate business, and also to purchase or accept any real estate in payment or part payment of any debt due to the corporation, and sell realty for corporation purposes; to establish by-laws, and make all rules and regulations, not inconsistent with the laws and the Constitution, deemed expedient for the management of corporate affairs, and to appoint such subordinate officers and agents, in addition to President and Secretary or Treasurer, as the business of the corporation may require; designate the name of the office, and fix the compensation of the officers.

The following provisions and restrictions are coupled with said grant of powers:

A failure to elect officers at the proper time does not dissolve the corporation, but those in office hold until the election or appointment and qualification of their successors. The term of all officers may be fixed by the by-laws of the corporation; the same not, however, to exceed two years.

The corporation may, by by-laws, make regulations concerning the subscription for or transfer of stock; fix upon the amount of capital to be invested in the enterprise; the division of the same into shares; the time required for payment thereof by the subscribers for stock; the amount to be called for at any one time; and, in case of failure of any stockholder to pay the amount thus subscribed by him at the time and in the amounts thus called, a right of action shall exist in the corporation to sue said defaulting stockholder for the same. The Board of Directors, which many consist of five or more members, at the option of the corporation, to be elected, either in person or by proxy, by a majority of the votes cast, each share representing one vote, shall keep a full and true record of all their proceedings, and an annual statement of receipts and disbursements shall be copied on the minutes, subject at all times to the inspection of any stockholder. The books of the corporation shall show the original or subsequent stockholders; their respective interests; the amount which has been paid on the shares subscribed; the transfer of stock, by and to whom made;

also other transactions in which it is presumed a stockholder or creditor may have an interest.

The amount of any unpaid stock, due from a subscriber to the corporation, shall be a fund for the payment of any debts due from the corporation, nor shall the transfer of stock by any subscriber relieve him from payment, unless his transferee has paid up all or any of the balance due on said original subscription.

By no implication or construction shall the corporation be deemed to possess any powers except those hereby expressly given or necessarily implied from the nature of the business for which the charter is granted, and by no inference whatever shall said corporation possess the power to discount notes or bills, deal in gold or silver coin, issue any evidence of debts as currency, buy and sell any agricultural products, deal in merchandise, or engage in any business outside the purpose of the charter.

The right is reserved to repeal, annul, or modify this charter. If it is repealed, or if the amendments proposed, being not merely auxiliary, but fundamental, are rejected by a vote representing more than half of the stock, the corporation shall continue to exist for the purpose of winding up its affairs, but not to enter upon any new business. If the amendments or modifications, being fundamental, are accepted by the corporation as aforesaid, in a general meeting to be called for that purpose, any minor, married woman, or other person under disability, or any stockholder not agreeing to the acceptance of the modification, shall cease to be a stockholder, and the corporation shall be liable to pay said withdrawing stockholders the par value of their stock, if it is worth so much; if not, then so much as may be its real value in the market on the day of the withdrawal of said stockholders as aforesaid: *Provided*, that the claims of all creditors are to be paid in preference to said withdrawing stockholders.

A majority of the Board of Directors shall constitute a quorum, and shall fill all vacancies until the next election. The first Board of Directors shall consist of the five or more incorporators who shall apply for and obtain the charter. The said corporation may have the right to borrow money, and issue notes or bonds upon the faith of the corporate property, and also to execute a mortgage or mortgages as further security for repayment of money thus borrowed.

And in addition to the above powers said corporation shall have the power to acquire in this or any other State or States, and at such place or places as shall be found

expedient, such real estate as may be necessary, on which to construct, operate, and maintain passenger stations, comprising passenger depots, office buildings, sheds and storage yards, and freight stations, comprising freight depots, warehouses, offices and freight yards, round-houses, and machine shops; also main and side tracks, switches, cross-overs, and turnouts, and other terminal railroad facilities, appurtenances, and accommodations, suitable in size, location, and manner of construction, to perform promptly and efficiently the work of receiving, delivering, and transferring all passenger and freight traffic of railroad companies with which it may enter into contracts for the use of its terminal facilities at such place or places. Said corporation shall have the power, by purchase, lease, or assignment of lease, to acquire and hold, and to lease to others, such real estate as may be necessary for the above mentioned purposes of its corporation; and it may also acquire such real estate by condemnation, in pursuance of the general law authorizing the condemnation of private property for works of internal improvement, as set forth in Sections 1325 to 1348, both inclusive, of the Code of 1858, which are as follows, viz.:

1325. Any person or corporation authorized by law to construct any railroad, turnpike, canal, toll bridge, road, causeway, or other work of internal improvement to which the like privilege is conceded, may take the real estate of individuals not exceeding the amount prescribed by law, or by the charter under which the person or corporation acts, in the manner and upon the terms herein provided.

1326. The party seeking to appropriate such land shall file a petition in the circuit court of the county in which the land lies, setting forth in substance:

1. The parcel of land, a portion of which is wanted, and the extent wanted.

2. The name of the owner of such land, or, if unknown, stating the fact.

3. The object for which the land is wanted.

4. A prayer that a suitable portion of land may be decreed to the petitioner, and set apart by metes and bounds.

1327. Notice of this petition shall be given to the owner of the land, or, if a non-resident of the county, to his agent, at least five days before its presentation.

1328. If the owner is a non-resident of the State, or unknown, notice shall be given by publication, as provided in this Code in similar cases in chancery.

1329. All parties having any interest in any way in such land may be made defendants; and the proceedings will only cover and affect the interest of those who are actually made parties, unborn remaindermen being, however, bound by proceedings to which all living persons in interest are parties.

1330. After the requisite notice has been given, if no sufficient cause to the contrary is shown, the court shall issue a writ of inquiry of damages to the sheriff, commanding him to summon a jury to inquire and assess the damages.

1331. By consent of parties, or on application of the plaintiff, unless objection is made by the defendant, the writ of inquiry may be issued by the clerk, as, of course, after service of notice, on which the sheriff will summon the jury.

1332. The jurors shall not be interested in the same or similar question, and shall possess the qualifications of other jurors, and may be nominated by the court, selected by consent of parties, or summoned by the sheriff.

1333. If named by the court, and the persons named are unable to attend when summoned, the place of such persons shall be supplied by the sheriff.

1334. The jury will consist of five persons, unless the parties agree upon a different number, and either party may challenge for cause, or peremptorily, as in other civil cases.

1335. The sheriff shall give the parties, or their agents, if residents of the county, three days' notice of the time and place of taking the inquest, unless the time has been fixed by the order of court.

1336. The jury, before proceeding to act, shall be sworn by the sheriff, fairly and impartially, without favor or affection, to lay off by metes and bounds the land required for the proposed improvement, and to inquire and assess the damages.

1337. The jury will then proceed to examine the ground, and may hear testimony, but no argument of counsel, and set apart, by metes and bounds, a sufficient quantity of land for the purposes intended, and assess the damages occasioned to the owner thereby.

1338. In estimating the damages the jury shall give the value of the land without deduction, but incidental benefits, which may result to the owner by reason of the proposed improvement, may be taken into consideration in estimating the incidental damages.

1339. The report of the jury shall be reduced to

writing, signed by a majority of the jurors, delivered to the sheriff, and by him returned into court.

1340. If no objection is made to the report, it is confirmed by the court, and the land decreed to the petitioner, upon payment to the defendants, or to the clerk for their use, of the damages assessed, with costs.

1341. Either party may object to the report of the jury, and the same may, on good cause shown, be set aside, and a new writ of inquiry awarded.

1342. Either party may also appeal from the finding of the jury, and, on giving security for the costs, have a trial anew before a jury in the usual way.

1343. If the verdict of the jury, upon the trial, affirms the finding of the jury of inquest, or is more unfavorable to the appellant than the finding of such jury, the costs shall be adjudged against such appellant; otherwise, the court may award costs as in chancery cases.

1344. The taking of an appeal does not suspend the operations of the petitioner on the land, provided such petitioner will give bond, with good security, to be approved by the clerk, in double the amount of the assessment of the jury of inquest, payable to the defendants, and conditioned to abide by and perform the final judgment in the premises.

1345. A person or company actually intending to make application for the privileges herein contemplated, and entering upon the land of another for the purpose of making the requisite examinations and surveys, and doing no unnecessary injury, is liable only for the actual damage done, and, if sued in such case, the plaintiff shall recover only as much costs as damages.

1346. No person or company shall, however, enter upon such land for the purpose of actually occupying the right of way until the damages assessed by the jury of inquest and the costs have been actually paid; or, if an appeal has been taken, until the bond has been given to abide by the final judgment as before provided.

1347. If, however, such person or company has actually taken possession of such land, occupying it for the purposes of internal improvement, the owner of such land may petition for a jury of inquest, in which case the same proceedings may be had, as near as may be, as hereinbefore provided; or he may sue for damages in the ordinary way, in which case the jury shall lay off the land by metes and bounds, and assess the damages, as upon the trial of an appeal from the return of a jury of inquest.

1348. The owners of land shall, in such cases, com-

merce proceedings within twelve months after the land has been actually taken possession of, and the work of the proposed internal improvement begun; saving, however, to unknown owners and non-residents, twelve months after actual knowledge of such occupation, not exceeding three years, and saving to persons under the disabilities of infancy, coverture, and unsoundness of mind, twelve months after such disability is removed, but not exceeding ten years.

Whenever it may be necessary, in order to enable said corporation to acquire and construct proper railroad terminal facilities in any town or city, or to connect such facilities with the tracks of any railroad company with whom said corporation may have contracted to furnish such facilities, said corporation, with the consent of the proper authorities of such town or city, shall have the right to lay and operate a track or tracks across or along, or over or under such of the streets or alleys of such town or city as may be necessary for that purpose. And said corporation may also, with such consent, construct such passenger or freight depots, or stations, across or along, over or under any such street or alley, when it shall be necessary, in order to furnish proper railroad terminal facilities in said town or city; but no street or alley of any town or city shall be obstructed or interfered with until the consent of the proper authorities of said town or city shall have been first obtained. Said corporation may, from time to time, borrow such sums of money as may be necessary for the acquisition, construction, maintenance, repair, or operation of such passenger or freight depots, or stations and other terminal facilities as are above mentioned, and to issue and dispose of its bonds for such amounts and at such prices as it may think proper, and to mortgage its corporate property, rights, privileges, and franchises for the purpose of securing the same. At any place where said railroad terminal corporation may acquire and construct passenger stations, said corporation may keep on said premises a hotel or restaurant, or both, and also a news stand. The said corporation may lease to any railroad company or railroad companies its freight and passenger depots or stations, and its other terminal facilities, located at any place where the line or lines of said railroad company or companies may terminate, or through which they may pass; and such lease may be upon such terms and for such time as may be agreed upon by the parties. Said railroad company or companies may severally or jointly, or jointly and severally, guarantee the principal

and interest of such bonds as may be issued by said railroad terminal corporation; and may, in like manner, guarantee the performance of any other contract that said railroad terminal corporation may make in regard to its corporate business. Any such railroad company or companies may also subscribe, hold and dispose of the capital stock or bonds which may be issued by said railroad terminal corporation, and said railroad terminal corporation may acquire, hold, and dispose of the capital stock or bonds of railroad companies, or of other terminal companies, for the purpose alone of raising money for the acquisition, construction, maintenance, and repair of such passenger and freight depots and stations, and other terminal facilities as above mentioned, and not for the purpose of speculating in stocks or bonds, or managing or controlling railroads. The right is reserved to repeal, amend, or modify this charter.

WE, THE UNDERSIGNED, apply to the State of Tennessee, by virtue of the laws of the land, for a charter of incorporation for the purposes and with the powers, etc., declared in the foregoing instrument.

WITNESS OUR HANDS, this 21st day of March, A. D., 1893.

J. W. THOMAS,	M. M. SMITH,
ED. BAXTER	M. J. REEDY,
W. G. HUTCHESON.	

STATE OF TENNESSEE, }
Davidson County. }

Personally appeared before me, WILLIAM T. SMITH, Clerk of the County Court of said county, J. W. Thomas, Ed. Baxter, W. G. Hutcheson, M. H. Smith, and M. J. Reedy, the within named corporators, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 21st day of March, 1893.

W. T. SMITH,
Clerk of the County Court of Davidson County.

STATE OF TENNESSEE, }
Davidson County. }

I, W. E. CHADWELL, Register of said county, do hereby certify that the within instrument, with the application and acknowledgment, were received by me for registration on the 21st day of March, 1893, at 1:40 o'clock P.

M., and were noted for registration in Note Book 12, page 323, and were registered in Charter Book No. 130, pages 363-4-5-6-7-8.

WITNESS MY HAND, at office, this 22d day of March, 1893.

W. E. CHADWELL,
Register of Davidson County.

I, WM S. MORGAN, Secretary of the State of Tennessee, do certify that the foregoing instrument, with certificates of acknowledgment of probate and registration, was filed in my office for registration on the 22d day of March, 1893, and recorded on the 22d day of March, 1893, in Corporation Record Book SS, in said office, page 478.

[SEAL] IN TESTIMONY WHEREOF, I have hereunto subscribed my official signature, and, by order of the Governor, affixed the great seal of the State of Tennessee, at the Department in the city of Nashville, this 22d day of March, A. D., 1893.

WM. S. MORGAN,
Secretary of State.

STATE OF TENNESSEE, }
Davidson County. {

I, W. E. CHADWELL, Register of said county, do hereby certify that the foregoing certificate of the Secretary of State, and the *facsimile* of the great seal of the State of Tennessee, were received by me for registration on the 22d day of March, 1893, at 5 o'clock P. M., and were noted for registration in Note Book 12, page 326, and were registered in Charter Book No. 130, page 368.

WITNESS MY HAND, at office, this 22d day of March, 1893.

W. E. CHADWELL,
Register of Davidson County.

Nashville, Tenn., March 28, 1893.

BE IT KNOWN that J. W. Thomas, Ed. Baxter, W. G. Hutcheson, M. H. Smith, and M. J. Reedy, who, as corporators named in the charter of the Louisville & Nashville Terminal Company, constitute, *ex-officio*, the first Board of Directors of said Company, met at the Maxwell House, in the city of Nashville, Tennessee, on March 28, 1893; whereupon on motion duly seconded, J. W. Thomas was called to the chair, and W. G. Hutcheson was appointed Secretary of the meeting.

On motion, duly seconded, it was unanimously—

Resolved, That said directors accept the charter of the Louisville & Nashville Terminal Company, which was registered on the 21st day of March, 1893, in the Register's Office of Davidson County, in Charter Book No. 130, pages 363, 364, 365, 366, 367, and 368, and which was also registered on the 22d day of March, 1893, in the office of the Secretary of State of the State of Tennessee, in Corporation Book SS., page 478.

BY- LAWS

Adopted at a Meeting of the Stockholders, April 28, 1896.

I.

The fiscal and business year of the Company shall begin on the first day of July, and end on the last day of June, in each year.

II.

The general office of the Company shall be in the city of Louisville, State of Kentucky.

III.

The annual meeting of the stockholders for election of directors, reception of annual report, and for other business, shall be held at the office of the Company in Nashville, Tennessee, on Tuesday before the last Saturday in November in each year.

Special meetings of the stockholders may be called by the President or by the Board of Directors, to be held at any time and place, either in the State of Tennessee or in any other State. Notice of such meeting shall be given by the Secretary by advertisement in a newspaper published in Louisville, Ky., not less than once a week for two weeks next preceding the date of such meeting, or by reasonable notice to each stockholder individually, and accepted by him.

Stockholders may vote at any annual or special meeting, either in person or by proxy. Each stockholder shall be entitled to one vote for each and every share of stock standing in his name, as shall be shown by a list of the stockholders showing their respective holdings, certified by the Secretary.

A majority in value of all the stock shall constitute a quorum at any stockholders' meeting. A less number may adjourn from time to time without dissolution until a quorum be present, but any such adjournment shall not exceed thirty (30) days in all.

IV.

The capital stock of the Company shall, for the present, be one hundred thousand dollars (\$100,000), in shares of one hundred dollars each. The capital stock may be increased by resolution of the Board of Directors, subject to the approval of the holders of a majority in value of the stock at the next annual or any special meeting of the stockholders.

Stock may be transferred on the books of the Company in person, or by proper power of attorney.

V.

The number of directors shall for the present be five; but the number may be increased to not exceeding nine in number, and shall be elected by the stockholders at any annual or special meeting of the stockholders. Candidates receiving a plurality of all the votes cast shall be declared elected. They shall continue in office until their successors are elected and qualified. Vacancies in the Board shall be filled by vote of the remaining directors; and directors so elected shall continue in office until the next annual election, or until their successors are elected and qualified.

The directors shall meet at such times and places as they may be called to meet by the President, or at the call of any two directors, by notice of the time and place of the meeting given to the other directors.

A majority of the qualified directors shall constitute a quorum.

The directors shall elect a President, a Secretary, and a Treasurer. Such other officer or officers as may be deemed necessary for the proper conduct of the Company's business shall be appointed by the President. Said officers shall hold their respective positions until their respective successors are elected or appointed as above provided.

All instruments evidencing the mortgage, sale, transfer, or conveyance of real estate shall be executed by the President, with the seal of the Company affixed, and attested by the Secretary when authorized by the Board of Directors.

All contracts of lease, or for the use of any of the Company's property, or for the lease by it of the property of another company or companies, individual or individuals, shall be executed in the same way.

[SEAL]

The Company shall keep a corporate seal of the form and device annexed. It shall be in keeping of the Secretary, to be used under the direction of the Board of Directors or of the President.

VII.

Additions, alterations, and amendments of these by-laws may be made by the stockholders at will.

**EXHIBIT F FILED SUBSEQUENT TO HEARING BY WITNESS
KEEBLE. STATEMENT OF FACTS CONCERNING THE MORT-
GAGE OF THE L. & N. TERMINAL COMPANY.**

STATEMENT AS TO MORTGAGE.

After the execution of the leases in question, all of the companies joined in the execution of a mortgage on all the property embraced in this lease, to secure an issue of bonds set out in the face of the mortgage. This mortgage was made and these bonds issued in order that there might be a means of raising money for the construction of the terminals by the issuance of securities by the two railroads and the terminal company on the property, much of which property was not covered by the underlying mortgages on the two railroads. These bonds were guaranteed by the two railroad companies, as well as being executed by the terminal company, and the railroad companies as lessees. The bonds were used to replace funds advanced by the railroad companies to the terminal company, which funds were used in the construction and equipment of the property as terminal facilities.

**EXHIBIT A FILED SUBSEQUENT TO HEARING BY WITNESS
KEEBLE. CONTRACT BETWEEN L. & N. AND N., C. & ST. L.,
DATED MAY 1, 1872.**

This Agreement Witnesseth:

That for the purpose of making closer connections, and of affording greater facilities for trade and travel, the Nashville and Chattanooga Railroad Company and the Louisville and Nashville Railroad Company have made the following contract, to-wit:

First: The Nashville and Chattanooga Railroad Company agrees to give and guarantee to the Louisville and Nashville Railroad Company the right of way upon, and perpetual use of the railroad track extending from the present depot of the Louisville and Nashville Railroad Company, at College Street, Nashville, to the depot grounds of the Nashville and Decatur Railroad Company, Nashville, for the purpose of running thereon passenger and freight trains and engines, as the same may be necessary, between said depot at College Street, and said depot of the Nashville and Decatur Railroad and between each of said depots and the Union Passenger Depot, said connecting track between the Louisville and Nashville Railroad depot, and the Nashville and Decatur Railroad Depot is to run over part of the trestle connecting, at present, the Louisville and Nashville Railroad with the Nashville and Northwestern Railroad, and over a trestle or road way to be constructed between the first named trestle and the Nashville and Chattanooga Railroad Depot as hereinafter mentioned in this contract, and then through the depot grounds of the Nashville and Chattanooga Railroad to the south end of the southern approach cut of the tunnel, and then along side of the main track of the Nashville and Chattanooga Railroad, as hereinafter mentioned, to the Nashville and Decatur Railroad Depot.

Second: The Louisville and Nashville Railroad Company agrees to pay for the right of way sufficient for a connecting railroad track to be built on trestles, and to construct in a first class manner said trestles, and place thereon first class railroad iron of fish bar pattern from the trestle of the Nashville and Northwestern Railroad to the depot ground of the Nashville and Chattanooga Railroad Company; and said trestle and right of way thereafter to be the property of the Nashville and Chattanooga Railroad; and the whole of the trestle and track connecting the Louisville and Nashville Railroad Depot, with the Nashville and Chattanooga Railroad Depot, to be kept in good repair at all times, by the Nashville and Chattanooga Railroad Company for the uninterrupted use, as required by the business of the Louisville and Nashville Railroad Company and the Nashville and Decatur Railroad Company.

Third: The Louisville and Nashville Railroad Company agrees to lay, at its own expense, the Nashville and Chattanooga Railroad Company furnishing and guaranteeing the right of way for the same, a railroad track from the south end of the southern approach cut of the

tunnel on the Nashville and Chattanooga Railroad at Nashville, and upon the present grade of said railroad to the depot grounds of the Nashville and Decatur Railroad Company for the exclusive use of the Louisville and Nashville Railroad Company and the Nashville and Decatur Railroad Company, to be kept in repair by the Louisville and Nashville Railroad Company. And the Nashville and Chattanooga Railroad Company covenants that such track may be used as aforesaid during the existence of said Company. But, for the present, and until the Nashville and Chattanooga Railroad Company is prepared to offer such right of way, it is understood that the free use of the present track of the Nashville and Chattanooga Railroad, between the south end of the tunnel and the depot of the Nashville and Decatur Railroad, is to be given instead of a separate track, for the passage of trains belonging to the Nashville and Decatur, and the Louisville and Nashville Railroad Companies, the running of which, however, is to be subject to the orders of the superintendent of the Nashville and Chattanooga Railroad, but without delay to the business of said Railroad Companies.

Fourth: The Louisville and Nashville Railroad Company agrees to pay towards the erection of a suitable Union Passenger Depot building on the present depot grounds of the Nashville and Chattanooga Railroad Company, Fifty Thousand Dollars (\$50,000), whenever the Nashville and Chattanooga Railroad Company shall contribute the same amount for said purpose, and proceed to erect said depot, the sum of Fifty Thousand Dollars (\$50,000) to be paid by each party as the same may be necessary, to be used in payment for the building of said depot. And the Louisville and Nashville Railroad Company, and the Nashville and Decatur Railroad Company are to have the free and perpetual and necessary accommodations for their passenger business in and about said depot, without let or hinderance from the Nashville and Chattanooga Railroad Company or other parties to whom the said Nashville and Chattanooga Railroad Company may give the right to use said depot, and the said Louisville and Nashville Railroad shall have the right to select the track in and about said depot for the use of its passenger trains in preference to any other Company except the Nashville and Chattanooga Railroad Company using the depot. And the Nashville and Chattanooga Railroad Company is to keep the Depot building, tracks, necessary fixtures and furniture used for the accommodation

of the passenger business in good repair. The expenses of lighting said building are to be borne equitably by the parties to this contract.

Fifth: It is agreed by the parties hereto that the Nashville and Chattanooga Railroad Company may permit other railroad companies to use the connecting trestle and tracks between the Louisville and Nashville Railroad depot, and the depot of the Nashville and Chattanooga Railroad Company and also the Union Passenger Depot, upon terms to be agreed upon between such other companies and the Nashville and Chattanooga Railroad Company, provided that such permit to use, or the use thereof shall not hinder, delay or interfere with the free and prompt transaction of the business of the Louisville and Nashville Railroad Company over said trestle or connecting track, and the Union Passenger Depot.

Sixth: In consideration of the above stipulations, and upon compliance with the same by the Nashville and Chattanooga Railroad Company, the Louisville and Nashville Railroad Company agrees to pay to the Nashville and Chattanooga Railroad Company, Eighteen Thousand Dollars (\$18,000) per annum, in monthly payments of Fifteen Hundred Dollars (\$1,500) from and after the commencement of the use of said connecting track between the depot of the Louisville and Nashville Railroad Company and the depot of the Nashville and Decatur Railroad Company.

Seventh: In the event of any controversy or dispute by the parties as to their rights under it, or as to the performance of the stipulations of this contract, the same is to be settled by arbitration, and the decision of three disinterested railroad experts, one to be selected by each party, and the other by the two first selected.

Eighth: It is understood that the Nashville and Chattanooga Railroad Company is the legal owner of the Nashville and Northwestern Railroad, by purchase. But it is further understood that the Nashville and Chattanooga Railroad Company may (if they elect so to do) furnish the right of way to the Louisville and Nashville Railroad Company to make the above connections independent of any part of the Nashville and Northwestern Railroad.

In Witness Whereof, the President of the Nashville and Chattanooga Railroad Company on the part of that Company, and the President of the Louisville and Nashville Railroad Company, on the part of the latter Com-

pany, have set their hands, and the seals of said Companies, this first day of May, 1872.

Signed in duplicate.

NASHVILLE & CHATTANOOGA R. R. Co.,
Witness, etc. By E. W. COLE, *Pres't.*
Seals.

LOUISVILLE & NASHVILLE RAILROAD CO.,
By H. D. NEWCOMB, *Pres't.*

W. RANNEY, *Sec.*

State of Tennessee
City of Nashville Set.

I, H. L. Claiborne, Commissioner of Deeds for the State of Kentucky, duly appointed and commissioned by the Governor thereof, for the State of Tennessee, and authorized to take the acknowledgment of deeds and other writings, do certify that this agreement between the Nashville & Chattanooga Railroad Company and the Louisville & Nashville Railroad Company, was this day produced to me in my office in the city aforesaid by E. W. Cole, President of the Nashville & Chattanooga Railroad Company, and by him then and there acknowledged before me to be his act and deed for the purposes therein mentioned.

Given under my hand and seal of office this second day of May, 1872.
H. L. CLAIBORNE,
Commissioner.

State of Kentucky,
Jefferson County.

I, N. R. Wilson, Commissioner of deeds for the State of Kentucky resident in the city of Louisville in the county and State aforesaid, duly appointed and commissioned by the Governor of the State of Tennessee to take the acknowledgment of deed, etc., to be used or recorded therein, do certify that this agreement between the Nashville and Chattanooga Railroad Company and the Louisville & Nashville Railroad Company was this day produced to me in my office in the city aforesaid by H. D. Newcomb, President of the Louisville & Nashville Railroad Company and by him then acknowledged before me to be his act and deed for the purposes therein mentioned.

Given under my hand and seal of office this fourth day of May, 1872.

N. R. WILSON,
*Commissioner for Tennessee in
Louisville, Kentucky.*

Seal.

LETTER DATED NOVEMBER 5, 1914, FROM CHARLES BARHAM TO R. WALTON MOORE, SHOWING RESULT OF JOINT CHECK OF STATEMENT OF INDUSTRIES ON TENNESSEE CENTRAL AND NASHVILLE TERMINAL TRACKS, AND REVISED LIST OF INDUSTRIES, AS PREPARED BY MR. BARHAM, FILED WITH MR. MOORE'S LETTER TO COMMISSIONER MEYER, DATED NOVEMBER 9, 1914.

Nashville, Tenn., Nov. 5, 1914.

52294-V

5638-V

Traffic Bureau of Nashville v. L. & N. R. R. Co., *et al.*
(I. C. C. Docket 6468.)

Mr. R. Walton Moore
Special Counsel
Washington, D. C.

Dear Sir:

At the hearing of this case at Nashville, it was agreed that a joint check of the industries located on the Tennessee Central R. R. and the Nashville Terminal tracks (L. & N.-N. C. & St. L.) would be made—at least, that is my recollection. The check along this line has been made. I find that our copy of the transcript was returned to your office by Mr. DeBow, who has promised to secure the loan of it for my perusal that I may correctly follow what was promised at the hearing. Learning today that Mr. Meyer is giving consideration to this case, I am not awaiting the return of the transcript, but am enclosing you herewith a revised list of the industries on the Nashville Terminals (L. & N.-N. C. & St. L.) which please file with the examiner. The Tenn. Central has furnished me with their list as result of said check, copy of which I enclose, and I desire to call your attention to the fact that on list No. two (2) they have included the following:

B. J. Fox

American Paper Box Mfg. Co.

George Peard Belting Co.

Southern Stamping & Mfg. Co.

Nashville Builders' Supply Co.

Deihl & Lord

Union Tobacco Company

as located on their rails. To this we do not agree for the reason that these people are located on the east side of Front Street and cars can not be placed at their doors and freight can not be unloaded directly from or to cars. The cars serving Front Street industries are operated

on a track laid on a public street (now known as First Avenue). The cars serving the industries on the west side of that street can be placed close to the curb so that freight can be handled into or out of the cars readily. This is not the case with the industries located on the east side, the distance from the car to the curb being at least 25 feet with a 10-foot sidewalk, and the freight must be handled by hand, truck or wagon this distance. Our contention is that these industries do not come under the definition in the case of the Iowa State Manufacturers Association v. Chicago & Northwestern R'y which in part reads as follows:

"The term joint industrial track, as used in this opinion, is intended to refer to the transportation of freight from one industry, or other established business, located upon a public or private side track of a railroad, or on the tracks belonging to an industry, in such a manner that freight can be emptied or unloaded from a car directly into said industry or place of business, or loaded from said industry or place of business directly into a car which is situated upon the tracks of said railroad."

Neither do we agree to the insertion of Walter Stokes as we do not consider this an industry. As you know, Mr. Walter Stokes is a prominent law and not in any commercial line. The Tenn. Central contends under its contract for a right of way through his property, they were to furnish him with a switch.

On receipt of the transcript in this case, if I find that other action is necessary on our part to properly place our list of industries before the Examiner, will take pleasure in so doing.

Yours truly,
General Freight Agent.

**EXHIBIT B FILED SUBSEQUENT TO HEARING BY WITNESS
KEEBLE. CONTRACT BETWEEN MAYOR AND CITY COUNCIL
OF NASHVILLE AND L. & N. TERMINAL COMPANY, DATED
JUNE 21, 1898.**

Contract Between the Mayor and City Council of Nashville and the Louisville and Nashville Terminal Company.

This contract, entered into by and between the Mayor and City Council of Nashville (hereinafter referred to as the city) and the Louisville & Nashville Terminal Company (hereinafter referred to as the Terminal Company), pursuant to an ordinance of said Mayor and City Council authorizing it, and which ordinance is made part hereof, witnesseth:

Item 1. The Terminal Company agrees to construct a passenger station building, baggage and express building, shed, platforms, tracks, etc., as shown on the plan hereto attached, and marked Exhibit "A," and made a part hereof.

Item 2. The Terminal Company agrees to construct two, and may, as its option, construct more, of the freight stations, as shown in said plan, Exhibit "A."

Item 3. The Terminal Company agrees to construct a bridge over the existing railroad tracks, and the proposed tracks of the Terminal Company on Broad Street, from the west line of Walnut Street to the east line of the new location of Kayne Avenue, as designated on plan, Exhibit "A," so that the street travel and traffic, including electric cars, can be carried over said tracks, in accordance with the plan and specifications of such bridge hereto attached as Exhibit "B," and made a part hereof, said construction of said bridge to be so carried on as to permit one-half of Broad Street to be open and free for travel at all times. The wearing street surface of said bridge shall be of vitrified brick, and sidewalk of repressed brick; and both shall be laid according to the specifications filed herewith as Exhibit "E."

Item 4. The Terminal Company agrees to construct a bridge over the existing railroad tracks and the proposed tracks of the Terminal Company on Church Street, from the west line of Walnut Street to the east line of McCreary Street, so that the street travel and traffic, including electric cars, can be carried over said tracks in accordance with the plan of said bridge hereto attached as Exhibit "C," and made a part hereof, the said work to be so done that travel shall not be impeded on said street for more than three months. The wearing street surface of said bridge shall be of vitrified brick, and sidewalk of repressed brick, and both shall be laid according to the specifications filed herewith as Exhibit "E."

Item 5. The Terminal Company agrees to construct additional overhead bridges, and change the location of existing overhead bridges, for the purpose of carrying railroad tracks over Cedar, Pearl, Belleville, and Gay streets, in accordance with the said plan, Exhibit "A."

Item 6. The Terminal Company agrees to pay the cost of acquiring the property and of constructing a street fifty feet wide which is hereinafter designated as New Kayne Avenue; said New Kayne Avenue will extend southwardly from, and at right angles to, Broad Street to the present Kayne Avenue, and intersect the latter at or near the dividing line between it and lot 329 in

McNairy's addition, as shown on said plan, Exhibit "A," and will occupy lots 16, 88, 89, 153, 154, 255, 296, and a part of lot 329; said lots, as numbered, are shown on plates 10 and 8 of G. M. Hopkins' atlas of the city of Nashville; and the Terminal Company agrees to pay the cost of connecting New Kayne Avenue with Broad Street, according to plain Exhibit "D."

Item 7. The Terminal Company agrees to pay the cost of moving the tracks, wires, and poles of the Nashville & Suburban Railway Company, rendered necessary by the change in the location of Kayne Avenue.

Item 8. The Terminal Company agrees to pay the cost of changing the location of water and gas pipes now under Broad Street, and that the Board of Public Works and Affairs of the city shall decide whether such pipes shall pass under the tracks or over the viaducts to be constructed by said Terminal Company. Said water and gas pipes and sewers, if any, shall be thereafter subject to inspection and repair by the city authorities, whether they may go over said viaduct or under the tracks of the Terminal Company.

Item 9. The Terminal Company agrees to pay the cost of acquiring the property, and of constructing a street fifty feet wide as an extension of Walnut Street, from the north line of Cedar Street to the south line of Pearl Street.

Item 10. The Terminal Company agrees to pay the cost of altering Walnut Street, by changing its location so that it will be forty feet east of its present location, from the first alley south of Church Street to about two hundred and ten feet north of Broad Street, and so that it will not be less than its present width at any point.

Item 11. The Terminal Company agrees to construct an overhead bridge over Walnut Street, immediately south of the intersection of Walnut and Cedar streets, in accordance with said plan, Exhibit "A."

Item 12. The Terminal Company contracts that the work provided in this ordinance to be done, shall be begun within thirty days after this ordinance becomes a law, and the passenger station, bridges, streets, and viaducts shall be finished by January 1, 1901, and the whole specified work herein provided shall be completed by January 1, 1902.

Item 13. The Terminal Company agrees that the city may, at its option, construct a bridge over the existing Company, as an extension of Demonbreun Street, such bridge to have a clearance of not less than twenty-two railroad tracks, and the proposed tracks of the Terminal

feet above railroad rails; Provided, That its pillars, posts, piers or supports shall obstruct or interfere as little as practicable with the tracks of the Terminal Company; and the new train shed shall be so constructed as not to interfere with the building of this proposed bridge.

Item 14. All extensions of streets and new streets shall be constructed to such grade as the city may adopt, and in the same manner and of the same material as the streets changed now are, and at the expense of the Terminal Company.

Item 15. The Terminal Company agrees that the city may hereafter, as necessity or the public interest may require, enter upon the property of the Terminal Company for the construction or change or repair of any sewerage or water pipes or facilities for lighting; Provided, The use and operation of the said property of the Terminal Company shall be thereby as little obstructed or interfered with as practicable.

Upon the execution of this contract the city agrees: Item A, to exercise its power of condemning land, so as to alter Walnut Street from the first alley south of Church Street to about two hundred and ten feet north of Broad Street, by changing its location so that it will be forty feet east of its present location between the points last named. But the widening and altering of said street shall be done at the expense of the said Terminal Company, as hereinbefore provided in Item 10.

Item B. To exercise its power of condemning land for opening an extension of Walnut Street from the north line of Cedar Street to the south line of Pearl Street, as hereinbefore described in Item 9, but at the expense of the said Terminal Company; and to abolish and close Belleville Street from the north line of Cedar Street to the south line of Pearl Street. The title to that portion of Belleville Street so abolished or closed shall vest in the Terminal Company, when the obligations entered into by the Terminal Company have been complied with; Provided, That if any owner of property abutting on Belleville Street, between the north line of Cedar Street and the south line of Pearl Street, shall object to abolishing or closing said street, upon which his property abuts, no part of said street, between Cedar and Pearl streets, shall be abolished or closed unless the Terminal Company shall obtain his consent, or acquire his said property by purchase, lease, or otherwise.

Item C. To exercise its power of condemning land for opening New Kayne Avenue, as hereinbefore described in Item 6, at the expense of said Terminal Com-

pany, and to abolish or close the present Kayne Avenue from the southeast corner of lot 296 in McNairy's addition to its intersection with Broad Street, and the title to the portion so abolished or closed shall vest in the said Terminal Company when the obligations entered into by the Terminal Company have been complied with as provided in this instrument, but not before.

Item D. The city hereby grants to said Terminal Company the right to construct additional overhead bridges, and to make changes in the location of existing overhead bridges for the purpose of carrying railroad tracks over Cedar, Pearl, Belleville, and Gay streets, in accordance with said plan, Exhibit "A"; but such change in location of existing bridges and constructing of new bridges shall be at the expense of said Terminal Company, as hereinbefore provided in Item 5.

Item E. The city hereby authorizes the change of water pipes, and agrees to secure the right to change the gas pipes in Broad Street so that the same shall pass over the viaduct or lie below the tracks of said Terminal Company, as the Board of Public Works and Affairs may decide, and to procure the right to remove the tracks, wires, and poles of the Nashville & Suburban Railway Company from the present Kayne Avenue to New Kayne Avenue.

Item F. The city agrees to arrange with the Nashville Street Railroad to remove its tracks, wires, and poles from Walnut Street, between Church and Cedar streets, without expense to the Terminal Company.

Item G. The city hereby grants to the said Terminal Company the right to construct an overhead bridge over Walnut Street immediately south of the intersection of Walnut and Cedar streets, in accordance with said plan, Exhibit "A"; but the construction of said bridge shall be at the expense of said Terminal Company.

Item H. The city agrees to abolish or close all parts of streets and alleys within the following boundaries, viz.: Commencing at a point where the east property line of the Nashville, Chattanooga & St. Louis Railway intersects South Spruce Street, and following such line to Cedar Street; thence along the south line of Cedar Street to the east line of McCreary Street; thence along the east line of McCreary Street, as it now exists, and in a line projected therefrom, as per Exhibit "A," to Broad Street; thence along the east line of the proposed New Kayne Avenue to the point of intersection with a straight line projected from the northern margin of

Gleaves Street; thence along this straight line and the north margin of Gleaves Street to South Spruce Street—all as shown on said plain, Exhibit "A"; and the title to the portions of streets so closed, altered or abolished, including that portion of Walnut Street abandoned for the change in said street as provided in Items 10 and A hereof, shall best in the Terminal Company upon the completion by it of the work herein undertaken by it, if the same is done in conformity to, and compliance with, this contract; Provided, That if the owner of any property situated within the above described boundaries, and which abuts within said boundaries upon any of said streets or alleys, shall object to abolishing the said street or alley upon which his said property abuts, no street or alley on the block upon which the said property abuts shall be abolished or closed unless the Terminal Company shall obtain the consent of said owner, or acquire said property by purchase, lease, or otherwise.

Item I. The city agrees, at its own expense, to widen, establish, and grade, by embankment or bridge approaches or otherwise, or to erect or establish bridge approaches or embankments to the viaducts to be built at the expense of the Terminal Company on Broad and Church streets, so that travel and traffic on said streets, including electric cars, may be conducted and carried on with ease and convenience to the public, upon and over the bridges to be constructed by said Terminal Company, upon said Broad and Church streets, as provided for hereinbefore in Items 3 and 4.

Item J. The city reserves the right, at its option, to construct a bridge over the existing tracks, and proposed tracks, as an extension of Demonbreun Street, according to plans and specifications as described in Item 13.

THE LOUISVILLE & NASHVILLE TERMINAL CO.

By (Sgd.) E. C. LEWIS,

President.

Attest:

(Sgd.) J. H. ELLIS,

Secretary.

In view of the benefits which shall be derived by the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway, by the enjoyment of the improvements herein contracted to be made by the Louisville & Nashville Terminal Company, the said Louisville & Nashville Railroad Company, and Nashville, Chattanooga & St. Louis Railway, guarantee the performance

by the Louisville & Nashville Terminal Company, of all the obligations undertaken by it in the above contract.

THE LOUISVILLE & NASHVILLE R. R. Co.,

By (Sgd) M. H. SMITH,
President.

Attest:

(Sgd) J. H. ELLIS,
Secretary.

THE NASHVILLE, CHATTANOOGA & ST. LOUIS R'Y,

By (Sgd) J. W. THOMAS,
President.

Attest:

(Sgd) J. H. AMBROSE,
Secretary.

THE MAYOR AND CITY COUNCIL OF NASHVILLE,

By (Sgd) FERDINAND E. KUHN,
City Recorder.

Executed in duplicate this 21st day of June, 1898.

Extract from minutes of meeting of the Board of Directors of the Louisville & Nashville Railroad Company, held at the Company office in New York City, on Thursday, June 16, 1898, at 1:30 p. m.

The Chairman presented to the meeting a letter dated June 8, 1898, from Mr. M. H. Smith, President, with reference to this Company joining with the Nashville, Chattanooga & St. Louis Railway in an undertaking guaranteeing the performance on the part of the Louisville & Nashville Terminal Co. of the stipulations of the contract between the Terminal Company and the City of Nashville referred to in said letter, whereby the Terminal Company undertakes to construct terminal facilities in said city; and submitted the following resolution:

Whereas the Louisville & Nashville Terminal Company is about to construct in the City of Nashville, Tennessee, adequate terminal facilities, which upon completion will be leased jointly by the Louisville & Nashville Railroad Co. and the Nashville, Chattanooga & St. Louis Railway, and will be used and enjoyed by this Company and the Nashville, Chattanooga & St. Louis Railway, and it is to the interest of this Company that construction of said facilities be begun and carried speedily to completion in accordance with the terms of said contract between the said Terminal Company and the said City of Nashville, therefore.

Resolved: That the President of this Company be and he is hereby authorized and empowered to sign the

name of this Company and to cause its corporate seal to be affixed, attested by the Secretary, to an undertaking to be made jointly by this Company and the Nashville, Chattanooga & St. Louis Railway, guaranteeing the performance by the Louisville & Nashville Terminal Company of all the obligations undertaken by it in the above named contract.

Adopted.

A true copy from the minutes.

(Sgd) J. H. ELLIS,

Secretary.

At a called meeting of the Board of Directors of the Nashville, Chattanooga & St. Louis Railway held in the office of the Company, at Nashville, Tennessee, on Monday, June 13, 1898, a quorum being present, W. A. Goodwyn offered the following preamble and resolution, which was seconded by J. E. Washington, and unanimously adopted:

"Whereas, the Louisville & Nashville Terminal Company is about to construct in the City of Nashville, Tenn., adequate terminal facilities, which upon completion will be leased jointly by the Louisville & Nashville Railroad Company, and the Nashville, Chattanooga & St. Louis Railway, and will be used and enjoyed by this Company and the Louisville & Nashville Railroad Co., and it is to the interest of this Company that construction of said facilities be begun and carried speedily to completion in accordance with the terms of a contract made by and between the said Terminal Company and the City of Nashville; therefore

Resolved, that the President of this Company be, and he is hereby authorized and empowered to sign the name of said Company and to cause its corporate seal to be affixed, attested by the Secretary, to an undertaking to be made jointly by this Company and the Louisville & Nashville Railroad Company, guaranteeing the performance by the Louisville and Nashville Terminal Company of all the obligations undertaken by it in the above named contract."

A true copy

Attest:

(Sgd) J. H. AMBROSE,

Secretary.

Nashville, Tennessee, June 16, 1898.

STATEMENT OF J. H. ELLIS, SECRETARY OF L. & N. R. R. COMPANY, DATED NOVEMBER 2, 1914, CONCERNING L. & N. RAILROAD COMPANY'S STOCK OWNERSHIP IN N. C. & ST. L., FILED WITH MR. JOUETT'S LETTER TO COMMISSIONER MEYER, DATED NOVEMBER 2, 1914.

Louisville, Ky., Nov. 2, 1914.

Mr. E. S. Jonett,
General Attorney.

Dear Sir:

Complying with your request for information as to the Louisville & Nashville Railroad Company's acquisition of stock in the Nashville, Chattanooga & St. Louis Railway, will say that I find upon examination of our records that the Louisville & Nashville Railroad Company began acquiring stock in this company on January 20, 1880, and by October 31, 1881, had purchased a majority of the stock.

Its holdings have been increased from time to time since that date, until now its owns 71.776 per cent of the outstanding stock of the Nashville, Chattanooga & St. Louis Railway. I attach a statement showing the acquisition and present holdings.

At your request I am writing this letter in triplicate, with the understanding that one copy is to be forwarded to the Interstate Commerce Commission, as my statement in the Nashville switching case, and the other copy is to be sent to Mr. T. M. Henderson, Commissioner of the Traffic Bureau of Nashville.

Yours very truly,

J. H. ELLIS,
Secretary.

COPY OF LETTER FROM E. S. JOUETT TO T. M. HENDERSON, DATED NOVEMBER 2, 1914, WHICH WAS ENCLOSED WITH ABOVE-MENTIONED LETTER TO COMMISSIONER MEYER, DATED NOVEMBER 2, 1914.

Louisville, Ky., November 2, 1914.

City of Nashville, et al., v. L. & N. R. R. Co.
I. C. C. Docket No. 6484.

Mr. T. M. Henderson,
Commissioner, Traffic Bureau,
Nashville, Tenn.

Dear Sir:

Replying to your favor of October 28th, relative to the handling of competitive traffic at Nashville on the

basis of the first block of local rates, will say that I referred your letter to Mr. A. R. Smith, Third Vice-President, who has control of the traffic affairs of this company, and I am today in receipt of the following letter from him:

"Returning Mr. T. M. Henderson's letter of October 28th, regarding Nashville switching, which is addressed to you.

The L. & N. R. R. has no physical connection at Nashville over which freight can be interchanged. The L. & N. joint interests with the N. C. & St. L. R'y have a point of interchange at Shop Junction (also known as Baxter Heights). There is a point of physical contact a mile or two south of the Nashville switching limits, called Vine Hill.

We will receive from the Tennessee Central R. R., either at Vine Hill or at Shops Junction, competitive freight consigned to industries on the Joint Terminals at Nashville, on basis of the first block (10 miles or less) of local rates—that is, the scale mentioned by Mr. Henderson of 12, 10, 9, etc.

I do not understand Mr. Henderson's reference to any difficulty at Nashville, but will take up this feature."

Mr. Smith said that he would at once communicate with the officials of the Company at Nashville in regard to the matter, so I assume that there will be no further difficulty.

Yours very truly,

Attorney General.

Copy to Hon. B. H. Meyer,
Interstate Commerce Commission,
Washington, D. C.

STATEMENT OF MILEAGE OF L. & N. AND N. C. & ST. L. AT NASHVILLE, ENCLOSED WITH MR. JOUETT'S LETTER TO COMMISSIONER MEYER, DATED NOVEMBER 9, 1914.

City of Nashville, et al., v. L. & N. R. R. Co., Docket No. 6484.

Exhibit with Trabue's testimony.

Statement of mileage of L. & N. and N. C. & St. L. at Nashville.

L. & N.:

Main track	8.10 miles
Side tracks	23.80 miles

Total	31.90 miles
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N. C. & St. L.:

Main track	12.58 miles
Side tracks	26.37 miles

Total	38.95 miles
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STATEMENT OF ACQUISITION AND PRESENT HOLDINGS OF L. & N. RAILROAD COMPANY IN N. C. & ST. L. RAILWAY, ENCLOSED WITH MR. JOUETT'S LETTER TO COMMISSIONER MEYER, DATED NOVEMBER 9, 1914.

Louisville, Ky., November 10, 1914.

Mr. E. S. Jouett

General Attorney.

Dear Sir:

Complying with your request for information as to the Louisville & Nashville Railroad Company's acquisition of stock in the Nashville, Chattanooga & St. Louis Railway, will say that I find upon examination of our records that the Louisville & Nashville Railroad Company began acquiring stock in this Company on January 20, 1880, and by October 31, 1881, had purchased a majority of the stock.

Its holdings have been increased from time to time since that date, until now it owns 71.776 per cent of the outstanding stock of the Nashville, Chattanooga & St. Louis Railway. I attach a statement showing the acquisition and present holdings.

At your request I am writing this letter in triplicate, with the understanding that one copy is to be forwarded to the Interstate Commerce Commission, as my statement in the Nashville switching case, and the other copy is to be sent to Mr. T. M. Henderson, Commissioner of the Traffic Bureau of Nashville.

Yours truly,

J. H. ELLIS,
Secretary.

STATEMENT OF ACQUISITION AND PRESENT
HOLDINGS BY THE LOUISVILLE & NASH-
VILLE RAILROAD COMPANY IN THE NASH-
VILLE, CHATTANOOGA & ST. LOUIS RAIL-
WAY.

Date Acquired	Number of Shares	Par Value
Jany. 20, 1880.....	134,000	\$25.00
Mch. 23, 1880.....	160	25.00
Mch. 26, 1881.....	400	25.00
Mch. 28, 1881.....	800	25.00
Apl. 15, 1881.....	1,200	25.00
Dec. 23, 1881.....	40	25.00
Stock sold Oct. 136,600		25.00
31, 1881	1,200	25.00
	135,400	25.00

Sometime between June 30, 1889, and Sep-
tember 25, 1890, the 135,400 shares of stock,
at \$25.00 per share, were converted into
33,850 shares of stock, at \$100.00 per share.

Sep. 25, 1890, on hand.....	33,850	\$100.00
Sep. 14, 1891.....	16,925	100.00
Jun. 16, 1893.....	3,840	100.00
Oct. 7, 1893.....	400 ¹ / ₈	100.00
Jul. 12 to Oct. 26, 1900.....	1,210	100.00
Jul. 3, 1900.....	4,000	100.00
Jul. 3, 1900.....	100	100.00
Jul. 16, 1900.....	¹ / ₄	100.00
Dec. 20, 1900.....	¹ / ₂	100.00
Jan. 7, 1901.....	¹ / ₈	100.00
Jan. 13, 1902.....	11,250	100.00
Apr. 4, 1902.....	200	100.00
Aug. , 1913.....	43,065	100.00

Total.....114,841

Capital Stock of Nashville, Chattanooga & St. Louis R'y, authorized and out- standing	\$16,000,000.00
Owned by the Louisville & Nashville Rail- road Co	11,484,100.00
Per cent owned by the Louisville & Nash- ville R. R. Co	71.776%
Louisville, Ky., November 10th, 1914.	

NOTE: The 43,065 shares acquired in August, 1913, was subscribed by the L. & N. R. R. Co., as its proportion in the increase of the capital stock of the Nashville, Chattanooga & St. Louis Railway from \$10,000,000.00 to \$16,000,000.00.

At a General Session of the INTERSTATE COMMERCE COMMISSION, held at its office in Washington, D. C., on the 8th day of July A. D. 1914.

JAMES S. HARLAN.....	} Commissioners.
JUDSON C. CLEMENTS.....	
EDGAR E. CLARK.....	
CHARLES C. McCHORD.....	
BALTHASAR H. MEYER.....	
HENRY C. HALL.....	
WINTHROP M. DANIELS.....	

No. 6484.

CITY OF NASHVILLE, ET AL.,

versus

LOUISVILLE & NASHVILLE RAIROAD COMPANY, ET AL.

ORDER PERMITTING INTERVENTION.

Upon consideration of the record in the above entitled proceeding and petition for leave to intervene filed in behalf of the Business Men's Association of Nashville.

IT IS ORDERED, That the said Business Men's Association of Nashville be, and it is hereby, permitted to intervene for the purpose of filing brief on or before August 1, 1914, and being heard in oral argument, if oral argument is heard.

IT IS FURTHER ORDERED, That a copy of this order be served upon each of the parties to this case.

By the Commission:

GEORGE B. MCGINTY,
Secretary.

**UNNUMBERED EXHIBIT FILED SUBSEQUENT TO HEARING BY
WITNESS KEEBLE. LEASE DATED JUNE 15, 1896, L. & N.
TERMINAL COMPANY TO L. & N. RAILROAD COMPANY AND
N., C. & ST. L. RAILWAY.**

THIS INDENTURE, made this fifteenth day of June, 1896, by and between the LOUISVILLE & NASHVILLE TERMINAL COMPANY, a corporation chartered, organized, and existing under the laws of the State of Tennessee, and known hereinafter as the first party, and the LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation chartered, organized, and existing under the laws of the Commonwealth of Kentucky, with a right of way granted by the State of Tennessee to construct and operate a railroad in said State of Tennessee, and the NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY, a corporation chartered, organized, and existing under the laws of the State of Tennessee, said two last named railroad or railway companies being known hereinafter as the second parties, WITNESSETH:

ARTICLE I.

That said first party hath letten, and by these presents doth grant, demise, and to farm let, unto said second parties and their respective successors and assigns, the following pieces or parcels of land situated in the City of Nashville, County of Davidson, and State of Tennessee, and bounded as described as follows, viz.:

I.

1. All of lots numbers four (4) and five (5) in the Gleaves plan of lots, as recorded in Book 21, page 29, Register's Office of Davidson County, said lots fronting ninety feet on the north side of Gleaves Street, and extending northwardly, between parallel lines, one hundred and forty-nine (149) feet more or less to an alley, they being the same conveyed to E. C. Lewis, agent, by M. L. Hoyte, by deed dated November 26, 1890, and recorded in Book 164, page 192, Register's Office of Davidson County.

2. All of lots numbers 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 in said Gleaves plan of lots, said lots fronting each 25 feet on the north side of Gleaves Street, and running back at right angles to said street, and between parallel lines 145 feet to an alley, said lots being the same conveyed to E. C. Lewis by Minnie Gleaves by deed dated May 16, 1888, and regis-

tered in Book 113, page 72, Register's Office of Davidson County.

3. All of lot No. 16 and the north ten feet of lot No. 17, in Lunatic Asylum plan of lots, as registered in Book No. 21, page 117, Register's Office of Davidson County, said lot No. 16 and part of lot No. 17 fronting 60 feet on the east side of Magazine Street, and running back eastwardly between parallel lines with the south line of Griffin Street 150½ feet to a 20-foot alley; the north 30 feet of said lot No. 16 being the same conveyed to E. C. Lewis by Wm. Graves and wife, and W. W. Tucker and wife, by deed dated September 18, 1890, registered in Book 158, page 316, Register's Office of Davidson County; and the south 20 feet of lot No. 16 and the north 10 feet of lot No. 17 being the same conveyed to said Lewis by Mary M. Tucker and husband, by deed dated February 15, 1896, and registered in Book 208, page 153, Register's Office of Davidson County.

4. All of lots numbers 20, 21, and 24, in said Lunatic Asylum plan, said lots being the same sold by the State of Tennessee, and bought by E. C. Lewis of Murray and Reagan, through their trustee, S. N. Henderson, of J. W. Bass and of George K. Whitworth, C. and M., in the order and number of lots named; said lots fronting each 50 feet on the east side of Magazine Street, and running back between parallel lines 150 feet more or less to Overton Street.

5. All of lot No. 22, in said Lunatic Asylum plan, said lot fronting 50 feet on the west side of Magazine Street, and extending westwardly between parallel lines 150½ feet to a 10-foot alley, it being the same conveyed to E. C. Lewis by J. S. Cobb and wife by deed dated September 25, 1891, registered in Book 157, page 583, Register's Office of Davidson County.

6. All of lot No. 12 in said Lunatic Asylum plan, said lot fronting 50 feet on the east side of Kayne Avenue, and running back between parallel lines 150 feet to a 10-foot alley, it being the same conveyed to said E. C. Lewis by John S. Arbuthnot and wife by deed dated April 5, 1888, registered in Book 158, page 477, Register's Office of Davidson County.

7. All of lot No. 253 in McNairy's Addition to the city of Nashville, as per plan recorded in Book 9, page 323, Register's Office of Davidson County, said lot fronting 50 feet on the north side of Laurel Street, and extending northwardly between parallel lines 170 feet to an alley, it being the same conveyed to said E. C. Lewis by J. W. Barnes by deed dated April 3, 1889, registered

in Book 162, page 17, Register's Office of Davidson County.

8. All of lot No. 255 and 5 feet off the west side of lot No. 254 in said McNairy's Addition to the city of Nashville, said parcel of land fronting 55 feet on the north side of Laurel Street, and extending northwardly between parallel lines 170 feet to an alley, it being the same conveyed to said E. C. Lewis by Mary Stevenson and husband by deed dated August 12, 1890, registered in Book 158, page 205, Register's Office of Davidson County.

9. All of lots numbers 146, 148, and 152 in said McNairy's Addition, each fronting 50 feet on the south side of Demonbreun Street, and extending southwardly between parallel lines 175 feet to an alley; lot 146 being the same conveyed to said E. C. Lewis by J. W. Simmons by deed dated January 20, 1890, registered in Book 159, page 225, Register's Office of Davidson County; lot No. 148 being the same conveyed to said E. C. Lewis by John Kirkman, trustee of Catherine H. Pritchett, by deed dated June 1, 1888, registered in Book 208, page 425, Register's Office of Davidson County; lot No. 152 being the same conveyed to said E. C. Lewis by John W. Simmons by deed registered in Book 159, page 530, Register's Office of Davidson County.

10. All of lots numbers 149, 151, and 153 of said McNairy's Addition to the city of Nashville, each fronting 50 feet on the north side of Demonbreun Street and extending northwardly between parallel lines 166 feet to an alley; lot No. 149 being the same conveyed to said Lewis by Mrs. Ann Forde, Robert A. Forde, Helen Forde, Stille F. Forde, M. Forde, and H. W. Forde, by deed dated February 9, 1888, registered in Book 158, page 260, Register's Office of Davidson County; lot No. 151 being the same conveyed to said Lewis by J. J. Freeman and wife by deed dated February 23, 1888, registered in Book 159, page 108, Register's Office of Davidson County; lot No. 153 being the same conveyed to said Lewis by S. A. Cunningham by deed dated April 2, 1888, registered in Book 117, page 258, Register's Office of Davidson County.

11. All of lots numbers 82 and 84 in said McNairy's Addition to the city of Nashville, each of said lots fronting 50 feet on the north side of McGavock Street, and extending northwardly between parallel lines 169 feet to an alley; lot No. 82 being the same conveyed to said Lewis by William P. Watson by deed dated March 27, 1888, registered in Book 159, page 108, Register's Office

of Davidson County; lot No. 84 being the same conveyed to said Lewis by J. T. Rundle and wife by deed dated February 29, 1888, registered in Book 159, page 12, Register's Office of Davidson County.

12. All of lots numbers 7, 8, 10, and 12 of said McNairy's Addition to the city of Nashville, each fronting 50 feet on the south side of Broad Street and extending southwardly between parallel lines 169 feet to an alley; lot No. 7 being the same conveyed to said Lewis by Peter McMeekin and wife by deed dated December 31, 1892, registered in Book 208, page 427, Register's Office of Davidson County; lot No. 8 being the same conveyed to said Lewis by Valentine Steinhauer and wife by deed dated April 6, 1889, registered in Book 159, page 203, Register's Office of Davidson County; lot No. 10 being the same conveyed to said Lewis by Rebecca G. Lindsay and husband by deed dated March 28, 1889, registered in Book 158, page 533, Register's Office of Davidson County; and lot No. 12 being the same conveyed to said Lewis by A. W. Harris, trustee of Catherine H. Pritchett and husband, by deed dated September 16, 1891, and registered in Book 203, page 423, Register's Office of Davidson County.

13. All of lots numbers 208 and 209 of said McNairy's Addition to the city of Nashville, each fronting 50 feet on the south side of Porter Street and extending southwardly between parallel lines 175 feet to an alley, they being the same conveyed to said Lewis by S. A. Cunningham, John A. Payne, and L. D. Palmer, by deed dated September 10, 1890, registered in Book 156, page 581, Register's Office of Davidson County.

14. A lot or parcel of land, being a part of lot No. 124 in Hynes' Addition to the city of Nashville, a plan of which is recorded in the office of the Clerk and Master of the Chancery Court at Nashville, Tenn., Minute Book "B," page 85, to which special reference is hereby made, said lot or parcel of land fronting $39\frac{1}{2}$ feet on the east line of McCreary Street, measured northwardly from the north line of Grundy Street, the width of said parcel of land, in the rear, being $35\frac{1}{2}$ feet, measured northwardly from said north line of Grundy Street, the depth of said lot or parcel of land, measured through the center thereof, being 145 feet; it being the same conveyed to E. C. Lewis by C. C. Christopher, by deed dated June 25, 1892, registered in Book No. 185, page 92, Register's Office of Davidson County.

15. All of lots numbers 122 and 123, in said Hynes' Addition to the city of Nashville, said lots fronting each

79 feet on the east side of McCreary Street, beginning on the east side of said street, 140 feet from the south line of Church Street; thence extending southwardly, along the east side of McCreary Street, 158 feet more or less; thence eastwardly 145 feet to the rear line of said lots; thence northwardly 152 feet to the southeast corner of lot No. 120; thence westwardly along the south line of lots 120 and 121, 145 feet to the point of beginning, being the same lots conveyed to E. C. Lewis by S. M. Douglas and wife, by deed dated January 20, 1891, registered in Book No. 208, page 422, Register's Office of Davidson County.

16. A lot or parcel of land, bounded and described as follows: Beginning at the southeast corner of Cedar and Walnut Streets, thence extending in a southerly direction with the east line of Walnut Street $121\frac{3}{4}$ feet; thence eastwardly, parallel with the south line of Cedar Street, 130 feet; thence northwardly, parallel with the east line of Walnut Street, $121\frac{3}{4}$ feet to the south line of Cedar Street; thence with the south line of Cedar Street westwardly 130 feet to the point of beginning; the west 30 feet of said tract, fronting $121\frac{3}{4}$ feet on the east line of Walnut Street, being the same conveyed to E. C. Lewis by Andrew Jackson, by deed dated March 4, 1890, registered in Book 208, page 420, Register's Office of Davidson County; the remainder of said tract, fronting 100 feet on the south side of Cedar Street, and extending southwardly $121\frac{3}{4}$ feet, being the same conveyed to said Lewis by R. L. Weakley by deed dated March 8, 1890, registered in Book 159, page 529, Register's Office of Davidson County.

17. Two tracts or parcels of land, bounded and described as follows: The first beginning at a point on the north side of Cedar Street, southeast corner of the land owned by John Corcoran heirs, said corner being 71.6 feet more or less east of the east line of Belleville Street; thence extending in an easterly direction with the north line of Cedar Street $66\frac{1}{2}$ feet to an iron post, southwest corner of the land purchased by the Louisville & Nashville Railroad Company from B. B. Leake, by deed dated the 6th day of June, 1872; thence in a northerly direction with the west line of said Railroad Company's property 270 feet to the south line of Shankland street; thence in a westerly direction with the south line of Shankland Street 35 feet; thence in a southerly direction parallel with said Railroad Company's west line, 120 feet; thence in a westerly direction parallel with the north line of Cedar Street $31\frac{1}{2}$ feet to the northeast

corner of land belonging to the John Corcoran heirs; thence in a southerly direction parallel with said Railroad Company's west line, 150 feet to the point of beginning.

The second beginning at a point on the north line of Cedar Street, southwest corner of lot belonging to Sarah Crahan; thence extending in a northerly direction with the west line of the lot of said Sarah Crahan 270 feet to the south line of Shankland Street; thence in a westerly direction with the south line of Shankland Street 88 feet more or less to the east line of the land purchased by the Louisville & Nashville Railroad Company from B. B. Leake by deed dated 6th day of June, 1872; thence in a southerly direction with the east line of said Railroad Company's land 90 feet to the north line of the land purchased by J. W. Thomas, agent, from Michael Quinn and wife, by deed dated the 21st day of September, 1886; thence in an easterly direction with the north line of said lot 29 feet more or less to the northeast corner of the same; thence in a southerly direction with the east line of said lot 180 feet more or less to the north line of Cedar Street; thence in an easterly direction with the north line of Cedar Street 59 feet more or less to the point of beginning; said two tracts being the same conveyed to E. C. Lewis by Andrew Jackson by deed dated March 4, 1890, registered in Book 208, page 420, Register's Office of Davidson County.

Being all the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by E. C. Lewis and Pauline D. Lewis, his wife, by deed dated the 31st day of March, 1896, registered in Book 207, page 481, Register's Office of Davidson County.

II.

1. All of lots numbers 81 and 83, in McNairy's Addition to the city of Nashville, each fronting 50 feet in the south side of McGavock Street, and extending southwardly between parallel lines 166 feet to an alley; also all of lots 145 and 147 in said Addition, each fronting 50 feet on the north side of Demonbreun Street and extending northwardly between parallel lines 166 feet to an alley; also a triangular-shaped tract of land, composed of lots numbers 294, 295, 296, and 329 in said McNairy's Addition to the city of Nashville, said tract fronting 208 feet on the south side of Laurel Street, and extending southwardly to Kayne Avenue, the west line of said tract

being parallel with McNairy Street, said lots or parcels of land being the same conveyed to J. W. Thomas, agent, by Alfred Kayne, by deed dated August 14, 1890, registered in Book 195, page 272, Register's Office of Davidson County.

2. All of lot No. 143, in McNairy's Addition to the city of Nashville, fronting 50 feet on the north side of Demonbreun Street, and extending northwardly, between parallel lines, 166 feet to an alley; also an irregular tract of land composed of lots 250 and 251 in said Addition, bounded and described as follows: Beginning at a point on the north line of Laurel Street, at the boundary line between lots 251 and 252, thence extending in a northerly direction with said boundary line 170 feet to an alley; thence in an easterly direction, with the south line of said alley 120 feet more or less to the west line of Kayne Avenue; thence in a southerly direction with the west line of Kayne Avenue to the north line of Laurel Street; thence in a westerly direction with the north line of Laurel Street to the point of beginning; said lots or parcels of land being the same conveyed to J. W. Thomas, agent, by Alfred Kayne, by deed dated July 8, 1890, registered in Book 196, page 232, Register's Office of Davidson County.

3. All of lot No. 150, in McNairy's Addition to the city of Nashville, fronting 50 feet on the south side of Demonbreun Street, and extending southwardly, between parallel lines, 175 feet to an alley, it being the same conveyed to J. W. Thomas, agent, by Alfred Kayne, by deed dated September 13, 1890, and registered in Book 196, page 234, Register's Office of Davidson County.

4. All of lot No. 13, in McNairy's Addition to the city of Nashville, fronting 50 feet on the north side of Broad Street, and extending northwardly, between parallel lines, 175 feet more or less to an alley, it being the same conveyed to J. W. Thomas, agent, by the McGavock & Mt. Vernon Horse Railroad Company, by deed dated October 30, 1890, registered in Book 195, page 266, Register's Office of Davidson County.

5. All of lots numbers 2 and 3 in J. E. Gleaves Addition to the city of Nashville, as recorded at page 116, Plan Book of the Chancery Court at Nashville, Tennessee, and at page 29 of Book 21, Register's Office of Davidson County, said lot No. 2 fronting 180 feet more or less on the north side of Gleaves Street, and lot No. 3 fronting 50 feet on the same side of said street, and adjoining said lot No. 2 on the west, both lots running back northwardly to the line of the Nashville, Chattanooga & St.

Louis Railway's land, and are of irregular depths, they being the same conveyed to J. W. Thomas, agent, by Minnie Gleaves, by deed dated February 5, 1886, registered in Book 93, page 329, Register's Office of Davidson County.

6. All of the tract of land known as lot No. 142, of McNairy's Addition to the city of Nashville, as it appears of record in the Register's Office of Davidson County, Book 9, page 328, bounded and described as follows:

Beginning at the intersection of the south line of Demonbreun Street, with what was originally the west line of the Middle Franklin Turnpike; running thence westwardly with the south line of Demonbreun Street 148 feet; thence southwardly, parallel with McNairy Street, 175 feet to an alley; thence eastwardly along said alley 32 feet to what was originally the west line of said Middle Franklin Turnpike; thence northwardly, with what was originally the west line of said turnpike, to the point of beginning; it being the same tract or parcel of land conveyed to said J. W. Thomas, agent, by E. C. Lewis, by deed registered in Book 83, page 428, Register's Office of Davidson County.

7. All of lots 139 and 140, in McNairy's Addition to the city of Nashville, each fronting 50 feet on the north side of Demonbreun Street, and extending northwardly between parallel lines to an alley; also all of lot No. 67 in said Addition, fronting 50 feet on the south line of McGavock Street, and extending southwardly between parallel lines to an alley, said lots being the same conveyed to J. W. Thomas, by Amanda J. Porter, by deed dated November 2, 1881, registered in Book 175, page 145, Register's Office of Davidson County.

8. All of lot No. 141, in McNairy's Addition to the city of Nashville, fronting 50 feet on the north side of Demonbreun Street, and extending northwardly between parallel lines 166 feet to an alley, it being the same conveyed to J. W. Thomas, agent, by Henry Blackburn, et al., by deed dated April, 1884, registered in Book 83, page 582, Register's Office of Davidson County.

9. All of lots numbers 75, 77, and 79, in McNairy's Addition to the city of Nashville, each fronting 50 feet on the south side of McGavock Street, and extending southwardly between parallel lines 166 feet to an alley; also lot No. 78 in said Addition, fronting 50 feet on the north side of McGavock Street, extending northwardly between parallel lines to an alley; also lot No. 4 in said Addition, fronting 50 feet on the south line of Broad Street, and

extending southwardly between parallel lines to an alley; said lot No. 75 being the same conveyed to J. W. Thomas, agent, by Theo. Robertson and wife, by deed dated November 21, 1882, and registered in Book 75, page 619, Register's Office of Davidson County; said lots 4, 77, and 78 being the same conveyed to said J. W. Thomas by Amanda J. Porter, by deed dated January 3, 1882, registered in Book 71, page 268; lot 79 being the same conveyed to said J. W. Thomas, agent, by Norman Kirkman, by deed dated April 14, 1884, registered in Book 83, page 585, Register's Office of Davidson County.

10. All of lots 66, 68, 70, 72, 74, and 76, of McNairy's Addition to the city of Nashville, each fronting 50 feet on the north side of McGavock Street, and extending northwardly between parallel lines to an alley; lots 66, 68, and 70 being the same conveyed to J. W. Thomas, by David Grewar and wife and Nora Moore, by deed dated November 7, 1881, registered in Book 70, page 511; and by deed to J. W. Thomas from J. N. Bertheol and wife, by deed dated December 14, 1881, registered in Book 71, page 140; and by deed to J. W. Thomas, agent, from Catherine de la Hay, by deed dated April, 1882, and registered in Book 72, page 299; and to J. W. Thomas by Robert Ewing, C. and M., by deed dated June 15, 1882, registered in Book 74, page 302, Register's Office of Davidson County; lots 72 and 74 being the same conveyed to J. W. Thomas, agent, by T. W. Wrenne, C. and M., by deed dated March 10, 1884, registered in Book 83, page 284, Register's Office of Davidson County; and lot 76 being the same conveyed to said J. W. Thomas, agent, by Thomas W. Wrenne, C. and M., by deed dated January 13, 1885, registered in Book 87, page 122, Register's Office of Davidson County.

11. Lots 1, 2, 3, 5, and 6, in McNairy's Addition to the city of Nashville, each fronting 50 feet on the south side of Broad Street and extending southwardly between parallel lines 175 feet to an alley. Lot No. 1 being the same conveyed to J. W. Thomas by H. H. Smith and wife by deed dated December 14, 1881, registered in Book 71, page 141, Register's Office of Davidson County. Lots 2 and 3 being the same conveyed to J. W. Thomas by the Nashville Commercial Insurance Company by deed dated October 28, 1881, and recorded in Book 70, page 459, Register's Office of Davidson County. Lots Nos. 5 and 6 being the same conveyed to J. W. Thomas, agent, by A. B. Tavel by deed dated April 9, 1884, registered in Book 83, page 584, Register's Office of Davidson County.

12. A tract or parcel of land situated in Hynes' Addition to the city of Nashville, bounded and described as follows: Beginning at a point on the east line of McCreary Street, 235 feet north of the north line of Church Street; thence extending in a northerly direction with the east line of McCreary Street 250 feet; thence eastwardly 145 feet, thence southwardly parallel with McCreary Street 250 feet; thence westwardly 145 feet to the point of beginning. The south 50 feet of said tract being the same conveyed to J. W. Thomas, agent, by Lewis P. Holmes, by deed registered in Book 149, page 559, Register's Office of Davidson County; the adjoining 50 feet on the north being the same conveyed to J. W. Thomas, agent, by Thomas S. Weaver, C. and M., and R. W. Turner by deed dated February 28, 1896, and registered in Book 208, page 200, Register's Office of Davidson County; the remainder of said tract being the same conveyed to said J. W. Thomas, agent, by B. F. Lester by deed dated September 18, 1891, registered in Book 11, page 368, Register's Office of Davidson County.

13. A lot or parcel of land, being portions of lots 26 and 27 of John Cockrell's subdivision of Academy outlot, as subdivided and sold by the Chancery Court of Franklin, Tennessee, after his death, bounded and described as follows: Beginning at a point on the north line of Cedar Street 40 feet west of the southeast corner of lot 26; thence running northwardly, parallel with Belleville Street, 180 feet; thence eastwardly, parallel with Cedar Street, 40 feet; thence southwardly, parallel with Belleville Street, 180 feet to the north line of Cedar Street; thence westwardly with the north line of Cedar Street to the point of beginning, said tract being the same conveyed to J. W. Thomas, agent, by Michael Quinn and wife, by deed dated September 21, 1886, registered in Book 96, page 438, Register's Office of Davidson County.

Being all the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by John W. Thomas, agent, and John W. Thomas and Evalena Debow Thomas, his wife, by deed dated the 27th day of March, 1896, registered in Book 207, page 487, Register's Office of Davidson County.

III.

1. Lot No. 206, in McNairy's Addition to the City of Nashville, as shown by plan recorded in Book 9, page 323, Register's Office of Davidson County, said lot fronting

100 feet, more or less, on the south side of Grundy Street, and extending southwardly between parallel lines to Porter Street, it being the same conveyed to M. H. Smith, agent, by the Cumberland Electric Light and Power Company, by deed dated December 5, 1894, and registered in Book 195, page 269, Register's Office of Davidson County.

2. A lot or parcel of land, being a portion of the Fairfax estate, and bounded and described as follows: Beginning at a point on the south line of Cedar Street, 463 feet eastwardly from the east line of McCreary Street, said beginning point being the northwest corner of the property belonging to the Nashville, Chattanooga & St. Louis Railway, thence running westwardly along the south line of Cedar Street $321\frac{3}{4}$ feet; thence in a southerly direction, parallel with McCreary Street, 140 feet to an alley; thence in an easterly direction with said alley $83\frac{3}{4}$ feet to the east line of Hynes' Addition to the city of Nashville; thence southwardly with the east line of said Hynes' Addition 524 feet, more or less, to the southeast corner of lot 114 in said Addition, better known as the "Church Lot"; thence eastwardly 165.4 feet to the west line of the property of the Nashville, Chattanooga & St. Louis Railway; thence northwardly with said west line $463\frac{1}{2}$ feet to the point of beginning.

3. A lot or parcel of land beginning at a point on the south line of Cedar Street, $111\frac{1}{4}$ feet eastwardly from the east line of McCreary Street; thence extending in a westerly direction with the south line of Cedar Street $61\frac{1}{4}$ feet; thence in a southerly direction parallel with McCreary Street 140 feet to an alley; thence eastwardly with said alley $61\frac{1}{4}$ feet; thence northwardly, parallel with McCreary Street, 140 feet to the point of beginning; said tract of land, numbers 2 and 3, being the same conveyed to the said M. H. Smith by Mattie F. Lusk, by deed dated March 23, 1893, registered in Book 208, page 418, Register's Office of Davidson County.

4. A lot or parcel of land, being a part of lots numbers 8 and 7 in Hynes' Addition to the city of Nashville, plan of which is recorded in Book No. 1 of the Chancery Court of Davidson County, page 21, and in Minute Book "B," page 85, of said court. Said lot, more particularly described, begins at the northwest corner of lot No. 8, the intersection of the east line of McCreary Street with the south line of a 20-foot alley, said northwest corner also being 140 feet northwardly from the north line of Hynes Street; thence running in an easterly direction along the south line of said alley 100 feet to a point in the north

boundary line of lot No. 7 in said Hynes' Addition; thence parallel with McCrary Street southwardly 40 feet; thence in a westerly direction, parallel with said alley, 100 feet to the east line of McCreary Street; thence in a northerly direction, with the east line of McCreary Street, 40 feet to the place of beginning; said lot or parcel of land being the same conveyed to said M. H. Smith by Mary Ryan, by deed dated May 25, 1893, registered in Book No. 181, page 199, Register's Office of Davidson County.

5. A lot or parcel of land fronting 80 feet, more or less, on the north line of Pearl Street, bounded on the west by the line of Pat Cummins, on the east by the land of the Louisville & Nashville Railroad Company, upon which a trestle is situated, and on the north by a 10-foot alley, it being the same conveyed to said M. H. Smith, agent, by E. J. Plummer and wife, by deed dated May 3, 1893, registered in Book No. 179, page 291, Register's Office of Davidson County.

6. A lot or parcel of land, being the western 15 feet of lot No. 5, and all of lot No. 7 in the B. M. Barnes Plan, fronting $45\frac{1}{2}$ feet on the south side of Gay Street, and extending southwardly, between parallel lines, $96\frac{1}{2}$ feet to an alley, it being the same conveyed to M. H. Smith, agent, by M. Whitfield and wife, by deed dated May 8, 1893, registered in Book No. 178, page 409, Register's Office of Davidson County.

7. The south $37\frac{1}{2}$ feet of lot No. 19 in the Lunatic Asylum Subdivision to the city of Nashville, fronting $37\frac{1}{2}$ feet on the west side of Magazine Street, and extending westwardly between parallel lines 150 feet to an alley, it being the same conveyed to M. H. Smith, agent, by Robert Rodes and wife, by deed dated 4th day of February, 1894, and registered in Book No. 186, page 415, Register's Office of Davidson County.

Being all of the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by M. H. Smith and Annette Smith, his wife, by deed dated the 25th day of March, 1896, registered in Book 207, page 493, Register's Office of Davidson County.

IV.

1. All of lot No. 26, in the Lunatic Asylum Plan of lots, in Nashville, Tennessee, registered in Book 21, page 117, Register's Office of Davidson County, to which reference is hereby made; said lot fronting 50 feet on the west side of Magazine Street, and extending westwardly, between parallel lines, $150\frac{1}{2}$ feet to an alley, it being the

same conveyed to G. Stritch by Nannie E. Portwood, by deed dated September 23, 1890, registered in Book 146, page 478, Register's Office of Davidson County.

2. All of that part of lot No. 254 in McNairy's Addition to the city of Nashville bounded and described as follows: Beginning at a point in the north line of Laurel Street, and on the division line between lots 253 and 254 in said Addition; thence extending in a westerly direction with the north line of Laurel Street 45 feet; thence northwardly parallel with said division line 170 feet to an alley; thence eastwardly with said alley 45 feet to said division line; thence southwardly with said division line 170 feet to the point of beginning; it being the same conveyed to said G. Stritch by James Powers and wife, by deed dated November 19, 1889, registered in book 157, page 540, Register's Office of Davidson County.

Being all the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by G. Stritch and Katie Stritch, his wife, by deed dated the 30th day of March, 1896, registered in Book 207, page 496, Register's Office of Davidson County.

V.

Lot No. 144 of McNairy's Addition to the city of Nashville, as recorded in Plan Book 9, page 323, Register's Office of Davidson County, to which reference is hereby made; said lot fronting 50 feet on the south side of Demonbreun Street, and running southwardly between parallel lines 175 feet to an alley, it being the same conveyed to said J. W. Simmons by W. M. Baxter and wife, by deed dated March 22, 1889, registered in Book 208, page 417, Register's Office of Davidson County.

Being the piece or parcel of land, with its appurtenances, conveyed to the Terminal Company by J. W. Simmons and Martha Simmons, his wife, by deed dated the 31st day of March, 1896, registered in Book 207, page 497, Register's Office of Davidson County.

VI.

Lot No. 85 in McNairy's Addition to the city of Nashville, plan of which is recorded in Book 9, page 323, Register's Office of Davidson County, said lot fronting 50 feet on the south side of McGavock Street, and extending southwardly, between parallel lines, 166 feet to an alley.

Being the piece or parcel of land, with its appurtenances, conveyed to the Terminal Company by Norman

Kirkman and Nellie M. Kirkman, his wife, by deed dated the 6th day of April, 1896, registered in Book 207, page 498, Register's Office of Davidson County.

VII.

1. Lot No. 16, in McNairy's Addition to the city of Nashville, plan of which is recorded in Book 9, page 323, Register's Office of Davidson County; said lot fronting 50 feet on the south side of Broad Street, and extending southwardly between parallel lines 169 feet to an alley.

2. Lot No. 86, in said McNairy's Addition to the city of Nashville, said lot fronting 50 feet on the north side of McGavock Street, and extending northwardly between parallel lines 166 feet to an alley; the above described pieces or parcels of land being the same conveyed to E. L. More by Peter Murray, by deed dated June 21, 1890, and registered in Book 158, page 580, Register's Office of Davidson County.

Being all the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by E. L. More, by deed dated the 28th day of March, 1896, registered in Book 207, page 499, Register's Office of Davidson County.

VIII.

All of lot No. 17, in McNairy's Addition to the city of Nashville, as per plan in Chancery Court Plan Book —, page 15, said lot fronting 50 feet on the north side of Broad Street, and extending northwardly, between parallel lines, 175 feet to an alley, it being the same conveyed to Pauline D. Lewis by Albert B. Tavel, by deed dated September 24, 1890, registered in Book 147, page 595, Register's Office of Davidson County.

Being the piece or parcel of land, with its appurtenances, which was conveyed to the Terminal Company by Pauline D. Lewis and E. C. Lewis, her husband, by deed dated the 31st day of March, 1896, registered in Book 207, page 500, Register's Office of Davidson County.

IX.

1. Lot No. 80 of the McNairy Plan of West Nashville, as of record in Plan Book No. 9, page 323, Register's Office of Davidson County. Said lot fronts 50 feet on the north side of McGavock Street, and runs back between parallel lines 169 feet to an alley.

2. Lot No. 14 of the above-mentioned plan, fronting 50 feet on the south side of Broad Street, and running back between parallel lines 169 feet to a 12-foot alley, being the same lot among other lots conveyed by John Kirkman to James P. Kirkman, Trustee, by deed recorded in Register's Office of Davidson County, Book 37, page 690, and allotted to Mrs. A. K. Berry by decree of Chancery Court in the case of *H. C. Prichett, et al., v. Mary N. Kirkman, et al.*, recorded in Minute Book 2, page 468.

3. Lot No. 252 in the above-mentioned plan, fronting 50 feet on the north side of Laurel Street, and running back 175 feet with equal width to a 12-foot alley.

Being all of the pieces or parcels of land, with their appurtenances, which were conveyed to the Terminal Company by Edgar Jones, Trustee, by deed dated the 5th day of August, 1890, registered in Book 208, page 416, Register's Office of Davidson County.

X.

Lot No. 13 in the Lunatic Asylum Subdivision in the city of Nashville, Tennessee, fronting 50 feet on Kayne Avenue, and running back at right angles to the point between parallel lines, 150 feet to a 10-foot alley, this being the same lot bought by C. C. Christopher, agent, of George Spencer and F. A. Spencer, as shown in Book 207, page 187, Register's Office of Davidson County.

Being the piece or parcel of land with its appurtenances, which was conveyed to the Terminal Company by C. C. Christopher, agent, by deed dated the 3d day of March, 1896, registered in Book 208, page 426, Register's Office of Davidson County.

XI.

A part of lot No. 120 of Hynes' Addition to the city of Nashville, County of Davidson, and State of Tennessee, bounded and described as follows: Beginning at a point in the south line of Church Street, on the dividing line between lots numbers 120 and 121 of said Hynes' Addition; thence running in an easterly direction with the south line of Church Street forty-five feet to a point; thence in a southerly direction, parallel to the east line of McCreary Street, one hundred and forty feet to a point on the north line of lot No. 122 of said Addition; thence in a westerly direction with said north line of lot No. 122, forty-five feet to a point on the dividing line between lots numbers 120 and 121 of said Addition; thence in a northerly direction with the said dividing line be-

tween lots numbers 120 and 121, one hundred and forty feet to the point of beginning; it being the same conveyed to J. W. Thomas, agent, by J. R. Sneed, Mary Sneed, Jos. T. Watts, and John Tansey, by deed dated March 31, 1896, and registered in Deed Book 207, page 508, Register's Office of Davidson County; and to the Terminal Company by J. W. Thomas, agent, by deed dated April 24, 1896, and registered in Deed Book 206, page 506, Register's Office of Davidson County.

XII.

All of lots numbers 15 and 207 of McNairy's Addition to the city of Nashville, lot No. 15 fronting 50 feet on the north side of Broad Street, and extending northwardly, between parallel lines, 175 feet to an alley. Lot No. 207 fronting 50 feet on the south side of Porter Street, and extending in a southerly direction, between parallel lines, 175 feet to an alley, they being the same conveyed to the Terminal Company by Thos. S. Weaver, C. and M., and E. C. Lewis, by deed dated April 29, 1896, and registered in Deed Book 208, page 461, Register's Office of Davidson County.

Also all other pieces and parcels of land which may be hereafter acquired by the first party within the corporate limits of the city of Nashville, whether the same be acquired by purchase, condemnation, lease, or otherwise.

TO HAVE AND TO HOLD the said premises, with the appurtenances thereunto belonging, including all rights of way, ways, and other easements, all passenger and freight depot buildings, office buildings, sheds, warehouses, round-houses, shops, and other buildings, erections, and structures, all main and side railroad tracks, switches, cross-overs, turn-outs, and all other terminal facilities now located or hereafter to be erected or constructed upon said premises, or any part or portion thereof, unto said second parties, and their respective successors and assigns, for the term of nine hundred and ninety-nine years from the first day of July, 1896.

ARTICLE II.

Heretofore, to-wit, on the 27th day of April, 1896, the Nashville, Chattanooga & St. Louis Railway, by a certain lease, granted and demised, and to farm let, to said first party, its successors and assigns, various pieces or parcels of land, situated in said city, county, and State, for a term of nine hundred and ninety-nine years from the

first day of May, 1896, upon certain covenants, provisos, and conditions, as in and by said lease, on reference thereto, will more fully appear, and the Louisville & Nashville Railroad Company joined in said lease for the purpose of granting and demising to said first party all rights and privileges in the demised property which it, said Louisville & Nashville Railroad Company, was entitled to under a certain agreement between the Nashville & Chattanooga Railroad Company and the Louisville & Nashville Railroad Company, dated the first day of May, 1872. Said pieces or parcels of land, so granted, demised, and to farm let by said lease of the 27th day of April, 1896, are bounded and described as follows, viz.:

PROPERTY BETWEEN CEDAR AND CHURCH STREETS.

Beginning at the northeast corner of Church and McCreary Streets, running thence eastward with the north line of Church Street, 435.2 feet to the southwest corner of a 45-foot lot owned by Jas. McKeon; thence northward, parallel with Walnut Street and with said McKeon's west line, which is the east line of a lot sold by T. P. Brady to the Nashville, Chattanooga & St. Louis Railway, by deed recorded in Book 83, page 134, Register's Office of Davidson County, 178.3 feet to McKeon's northwest corner, being the southwest corner of a lot sold by Jas. McKeon to the Nashville, Chattanooga & St. Louis Railway, by deed recorded in Book 39, page 603, Register's Office of Davidson County; thence eastward, at right angles, 45 feet with McKeon's north line to said McKeon's northeast corner; thence southward, parallel with Walnut Street and with McKeon's east line, 175.8 feet to a point in the north line of Church Street 480.2 feet east of McCreary Street; thence eastward with the north line of Church Street 292.8 feet, more or less, to the northwest corner of Church and Walnut Streets; thence northward with the west line of Walnut Street 1,048.5 feet to the southwest corner of Cedar and Walnut Streets; thence westward with the south line of Cedar Street 454 feet to the northeast corner of the Lusk property, which is 463 feet eastward from the southeast corner of Cedar and McCreary Streets; thence southward with the line between the Lusk property and the lot sold to the Nashville & Chattanooga Railroad by Vannoy Turbeville & Co., by deed recorded in Book 32, page 165, Register's Office of Davidson County, 643.5 feet, more or less, to the north line of the property sold by John Baird to the Nashville & Chattanooga Railroad by deed recorded in Book 39, page 599, Register's Office of Davidson County;

thence westward with said line 165.4 feet, more or less, to the southwest corner of the Lusk property, which is the southeast corner of lot No. 114, Hynes' Addition, sold by the Capers Chapel to the Nashville, Chattanooga & St. Louis Railway by deed recorded in Book 104, page 461, Register's Office of Davidson County; thence northward with the line between said lot 114 and the Lusk property 145 feet, more or less, to the south line of Hynes Street; thence westward with the south line of Hynes Street 215 feet, more or less, to the southeast corner of Hynes and McCreary Streets; thence southward with the east line of McCreary street 70 feet, more or less, to the line between lots 112 and 13, Hynes' Addition; thence eastward with said line 145 feet to the west line of said lot 114; thence southward, parallel with and 145 feet from the east line of McCreary Street, with the line between the said John Baird property and Hynes' Addition, 245 feet, more or less, to the northeast corner of lot 117, Hynes' Addition; thence westward with the line between lots 117 and 116, Hynes' Addition, 145 feet to the east line of McCreary Street; thence southward with the east line of McCreary Street 225 feet to the beginning point.

PROPERTY BETWEEN CHURCH AND BROAD STREETS.

Beginning at a point in the north line of Broad Street 80.3 feet west of its intersection with the west line of Walnut Street, running thence northward with the west side of a stone wall 242.5 feet; thence eastward 67 feet to a point in the west line of Walnut Street, distant 234.5 feet from the north line of Broad Street; thence northward with the west line of Walnut Street 793.1 feet to the southwest corner of Church and Walnut Streets; thence westward with the south line of Church Street 619.3 feet to the east line of Hynes' Addition; thence southward 347.5 feet, more or less, to the north line of Grundy Street; thence eastward with the north line of Grundy Street 7 feet, thence southward, along the east line of lots 206, 207, and 13, of McNairy's Addition, 660.2 feet to the north line of Broad Street; thence eastward with the north line of Broad Street 498 feet, more or less, to the beginning.

PROPERTY BETWEEN BROAD AND SPRUCE STREETS.

Lots 69, 71, and 73 of McNairy's plan of West Nashville, fronting 150 feet on the south side of McGavock Street, and running back between parallel lines at right angles thereto, 166 feet to a twelve-foot alley, being the same lots conveyed to the Nashville, Chattanooga & St.

Louis Railway by deeds as follows: Lot 69, by Chancery Court decree, recorded in Book 169, page 181, Register's Office of Davidson County; lot 71, by C. D. Berry and wife, by deed recorded in Book 69, page 273, Register's Office of Davidson County; and lot 73, by W. H. Fletcher and wife, by deed recorded in Book 79, page 148, Register's Office of Davidson County. Also lot No. 138, McNairy's plan of West Nashville, described as follows: Beginning at the northwest corner of Demonbreun Street and the old middle Franklin Turnpike; thence westward with the north line of Demonbreun Street 34.8 feet to the southeast corner of lot No. 139; thence northward with the line between lots 138 and 139, 166.2 feet to a 12-foot alley; thence eastward with the south line of said alley, 145.4 feet to the west line of said turnpike; thence southward with said west line of said turnpike 200 feet, more or less, to the beginning, being the same lot conveyed to the Nashville, Chattanooga & St. Louis Railway by Robt. Ewing, C. and M., by deed recorded in Book 68, page 465, Register's Office of Davidson County.

Also, beginning at a point in the southern line of Broad Street, 20 feet west of the center line of the main track of the Nashville, Chattanooga & St. Louis Railway, and in the line of the right of way of said road; thence southward parallel with said railroad and 20 feet therefrom, 629.5 feet, more or less, to a point in the south line of the old middle Franklin Turnpike, 20 feet west of the center line of the main track of the Nashville, Chattanooga & St. Louis Railway, which point is the northwest corner of lot No. 1, in the McClean plan of lots, which plan is registered in Book 21, page 44, Register's Office of Davidson County, running thence southward along said line of said turnpike 250 feet to the southwest corner of lot No. 4 of said McClean plan, where there is an offset in said line of said turnpike; thence eastward with the south line of said lot No. 4 and with the said offset in said turnpike line $14\frac{1}{2}$ feet to the line of said turnpike, where it was fifty 50 wide; thence southward with the said line of said turnpike 881 feet to the southwest corner of a lot sold by S. G. Moore and wife and others to the Nashville, Chattanooga & St. Louis Railway, by deed recorded in Book 47, page 265, Register's Office of Davidson County; thence eastward with the south line of said last named lot 532 feet, more or less, to the center line of Overton Street, if extended; thence northward with the center line of Overton Street, if extended, 170 feet, more or less, to the southwest corner of a lot sold by Wm. Woodfolk to the Nashville, Chattanooga & St. Louis Railway, by deed

recorded in Book 69, page 274, Register's Office of Davidson County, which corner is the same as point C described in said deed; thence eastward with the south line of the last named lot, passing through the northwest corner of the Lanier Mill building, 198 feet, more or less, to a point in the face thereof about 14 feet from the said corner, and 48 feet, more or less, distant from the center line of the main track of the Nashville, Chattanooga & St. Louis Railway; thence southwardly along the face of said mill, 163 feet to an angle therein, which is 33.9 feet from the center of said main track; thence southwardly along the face of said mill, parallel with the said railroad, and 33.9 feet from its center line, 171.5 feet, more or less, to a point in the center of what was formerly Hay Street; thence south with the said center line of Hay Street 104 feet, more or less, to the north line of a 10-foot alley, which runs parallel to Gleaves Street; thence eastwardly along the north line of said alley, 168 feet to the west line of a 12-foot alley; thence northwardly along said line $10\frac{1}{2}$ feet, more or less, to the right of way line of the Nashville, Chattanooga & St. Louis Railway, 20 feet from the center line of the main track of the same; thence southeastward along said right of way line 272 feet, more or less, to the northwest corner of Gleaves and Spruce Streets; thence northward with the west line of Spruce Street 87 feet, more or less, to the line of the right of way of said railroad, 30 feet from its center line, thence northwestward along said right of way line 240 feet, more or less, to the west line of a 12-foot alley at a point 20 feet northeastward from the center line of said railroad; thence north with the west line of said alley 93 feet, more or less, to the northeast corner of a lot conveyed to the Nashville, Chattanooga & St. Louis Railway by Robert Ewing, C. and M., by deed recorded in Book 68, page 263, Register's Office of Davidson County; thence westward with the north line of said lot, passing through the Nashville Mills building, 136 feet, more or less, to a point in the face thereof 25.5 feet from the center line of the main track of said railroad; thence northwestward, parallel with said railroad, and along the face of said mill, 112 feet, more or less, to the northwest corner of said mill building; thence northeastward at right angles to the face of said mill, 13 inches, more or less, to the northern face of a brick boundary wall, erected by the Nashville, Chattanooga & St. Louis Railway; thence northwestward along the face of said wall, parallel with said railroad, 106 feet to an offset; thence southwestward at right angles along said offset 12.5 feet to the face of said wall, at a

point 14 feet from the center line of the main track of said railroad; thence northwestward along the face of said wall 80 feet to a point 13.4 feet from the center line of said main track, at the point of curve of the same; thence northward along said wall in a curve to the right, 200 feet to a point 14.4 feet from said center line; thence northward along said wall 200 feet to a point 14.1 feet from said center line; thence northward along said wall 160 feet to a point 13.7 feet from the center of said railroad, at the point of tangent thereof; thence northward with the face of said wall in a straight line along the line of an alley and South Walnut Street 1,325 feet, more or less, to its intersection with the south line of Broad Street, at a point 20.5 feet from the center line of said main track; thence westward with the southern line of Broad Street 40.5 feet to a point in the right of way line 20 feet west of the center line of said railroad to the beginning.

Also, all rights of way, railroad tracks, and property of every other description which the first party has in or across Cedar Street, east of the west line of Belleville Street; and all rights of way, railroad tracks, and property of every other description which the first party has in or across Church Street and in or across Broad Street.

Said first party hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto said second parties, and their respective successors and assigns, each and all of said pieces or parcels of land described in this Article, with the appurtenances, including all rights of way, ways, and other easements, all passenger and freight depot buildings, office buildings, sheds, warehouses, round-houses, shops, and other buildings, erections, and structures, all main and side railroad tracks, switches, cross-overs, and turn-outs, and all other terminal facilities now located, or hereafter to be erected or constructed upon said premises described in this Article, or any part or portion thereof; also all the estate, right, title, and interest, and the said term of years, yet to come and unexpired, and all the property, claim, and demand whatsoever of said first party, of, in, and to the same, and every part and parcel thereof, together with said lease itself, and all rights of renewal or extension of the same, now owned by said first party.

TO HAVE AND TO HOLD said pieces or parcels of land described in this Article, and hereby granted and assigned, and every part thereof, unto said second parties, and their respective successors and assigns, for and

during the residue of said term of years, in and by said lease granted, in as full, large, and ample a manner, to all intents and purposes, as said first party, or its successors, or assigns now holds, or may at any time hold and enjoy the same, by virtue of said lease, subject, nevertheless, to the several rents, covenants, provisos, and conditions in the said lease reserved and contained.

ARTICLE III.

Heretofore, to-wit, on the 27th day of April, 1896, the Louisville & Nashville Railroad Company, by a certain lease, granted and demised and to farm let to said first party, its successors and assigns, various pieces or parcels of land, situated in said city, county, and State, for a term of nine hundred and ninety-nine years from the first day of May, 1896, upon certain covenants, provisos, and conditions, as in and by said lease, on reference thereto, will more fully appear; and the Nashville, Chattanooga & St. Louis Railway joined in said lease for the purpose of granting and demising to said first party all rights in the demised property which it, said Nashville, Chattanooga & St. Louis Railway, was entitled to under a certain agreement between the Nashville & Chattanooga Railroad Company and the Louisville & Nashville Railroad Company, dated the first day of May, 1872. Said pieces or parcels of land, so granted, demised, and to farm let by said lease of the 27th day of April, 1896, are bounded and described as follows, viz.:

1. A lot of land beginning at a stake on the south side of Gay Street, the northeast corner of a tract of land owned in 1858 by Wm. Copers, and running thence southerly at right angles, 110 feet, more or less, to an alley; thence in an easterly direction with said alley 38 feet; thence in a northerly direction 110 feet to a point on the south line of Gay Street; thence in a westerly direction 38 feet to the place of beginning.

2. A triangular lot beginning at a point on the south side of Gay Street, at the intersection of the east line of the lot described in Description No. 1; thence in a southerly direction with the west line of lot described in Description No. 1, 25 feet; thence in a northeasterly direction 25 feet, more or less, to a point on the south side of Gay Street, 4 feet east of the east line of lot described in Description No. 1; thence in a westerly direction, with the south line of Gay Street, 4 feet to the point of beginning.

3. A lot or parcel of land, being all of lot No. 2 and 18½ feet off the east side of lot No. 4, of the B. M. Barnes

Addition to the city of Nashville, fronting 52 feet on the north side of Pearl Street and extending north between parallel lines 110 feet, more or less, to an alley.

4. A lot or parcel of land beginning at a point on the south line of Pearl Street, being the northwest corner of the land originally owned by H. Murray; thence southerly, at right angles to Pearl Street, 60 feet; thence westerly, parallel to Pearl Street, 15 feet; thence southerly at right angles 165 feet 7 inches, more or less, to the north line of Shankland Street; thence in a westerly direction with the north line of Shankland Street 80 feet; thence in a northerly direction at right angles, 225 feet 7 inches, more or less, to the south line of Pearl Street; thence in an easterly direction with the south line of Pearl Street 95 feet to the point of beginning.

5. A lot or parcel of land beginning at a point on the north line of Cedar Street 138 feet 1 inch easterly from the east line of Belleville Street; thence running northerly, parallel with Belleville Street, 248 feet to the south line of Shankland Street; thence easterly along the south line of Shankland Street 35 feet; thence southerly at right angles 68 feet; thence westerly, parallel with Cedar Street, 11 feet; thence in a southerly direction 180 feet to Cedar Street; thence in a westerly direction with the north line of Cedar Street 24 feet to the place of beginning.

6. Also the railroad and right of way on which the same is constructed from the south line of Gay Street over the lots above described and across Pearl and Shankland and Cedar Streets, to the south line of Cedar Street.

And the Terminal Company may deem it necessary to hereafter acquire by lease, or assignment of lease, other pieces or parcels of land, with their appurtenances, situated in said city of Nashville, in the State of Tennessee.

Said first party hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto said second parties, and their respective successors and assigns, each and all of said pieces or parcels of land described in this Article, with the appurtenances thereunto belonging, including all rights of way, ways, and other easements, and all railroad tracks and all other terminal facilities now located, or hereafter to be erected or constructed upon said premises described in this Article, or any part or portion thereof; also all the estate, right, title, and interest, and the said term of years yet to come and unexpired, and all the property,

claim, and demand whatsoever of said first party, of, in, and to the same, and every part and parcel thereof, together with said lease itself, and all rights of renewal or extension of the same, now owned by said first party.

TO HAVE AND TO HOLD said pieces or parcels of land described in this Article, and hereby granted and assigned, and every part thereof, unto said second parties, and their respective successors and assigns, for and during the residue of said term of years, in and by said lease granted, in as full, large, and ample a manner, to all intents and purposes, as said first party, or its successors or assigns, now hold, or may at any time hold and enjoy the same, by virtue of said lease, subject, nevertheless, to the several rents, covenants, provisos, and conditions in the said lease reserved and contained.

ARTICLE IV.

Said first party doth hereby, for itself, its successors, and assigns, covenant with said second parties, and their respective successors and assigns, that they, paying the rent hereinafter reserved, and performing the covenants hereinafter on their part contained, shall and may peaceably possess and enjoy the premises described in the first Article, for the term granted in said first Article, without any interruption or disturbances from said first party, or its successors or assigns, or any other person or persons whomsoever lawfully claiming by, from, or under said first party, or its successors or assigns.

ARTICLE V.

Said first party doth hereby, for itself, its successors, and assigns, covenant with said second parties, and their respective successors and assigns, that notwithstanding any act, deed, or thing, whatsoever made, done, or suffered to the contrary, by said first party, or its successors or assigns, the said lease executed by the said Nashville, Chattanooga & St. Louis Railway mentioned in the second Article, and the said lease executed by the said Louisville & Nashville Railroad Company, mentioned in the third Article, are still in force, for the respective residue of the said terms therein specified, and thereby granted; and neither void nor voidable. And also, that notwithstanding any such act, deed or thing, as aforesaid, said first party now hath, in itself, good right, by these presents, to assign the said premises described in the second and third Articles, respectively, together with their appurtenances, unto said second parties, and their respective suc-

cessors and assigns, for the respective residue of the said terms, in manner aforesaid. And also, that subject to the payment of rent, and the performance of the covenants, provisos, and conditions in the said two last mentioned leases contained, and by, and on the part of said first party, its successors and assigns, to be observed and performed, it shall be lawful for said second parties, and their respective successors and assigns, henceforth, during the respective residues of the said terms, to enter into, and upon, hold, and enjoy the said premises described in the second and third Articles respectively, together with their appurtenances, and to receive and take the rents and profits thereof, without any hindrance or interruption whatsoever of said first party, its successors or assigns, or any other person or persons whomsoever, lawfully claiming by, from, or under said first party, its successors or assigns.

ARTICLE VI.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that said first party, its successors and assigns, will, on or before the expiration of the term in the first Article granted, at the request and expense of said second parties, or their respective successors or assigns, grant and execute to them a new lease of the premises demised and described in the first Article, together with their appurtenances, for the further term of nine hundred and ninety-nine years, to commence from the expiration of said term in the first Article granted, at the same yearly rent, payable in like manner, and subject to the like covenants, provisos, and conditions (except a covenant for further renewal) as are contained in these presents in relation to said premises.

ARTICLE VII.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that said first party, its successors and assigns, will, on or before the expiration of the terms granted in the leases mentioned in the second and third Articles, at the request and expense of said second parties, or their respective successors or assigns, grant and execute to them assignment of any new leases which said first party, its successors or assigns, may hereafter obtain of the premises assigned and described in said second and third Articles, together with their ap-

purtenances, for the further term of nine hundred and ninety-nine years, to commerce from the expiration of the terms granted in said leases mentioned in the second and third Articles.

ARTICLE VIII.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that said first party, its successors and assigns, will henceforth, during the residue of the term granted in the first Article, and during the residue of the term that may be granted in any new lease which may be executed, as provided in the sixth Article, upon every reasonable request, and at the cost of said second parties, or their respective successors or assigns, make, do, and execute, or cause to be made, done, and executed, all such reasonable acts, deeds, and assurances in the law, whatsoever, for the further, better, or more satisfactorily granting, demising, or assuring the said premises, or any part thereof, described in the first Article, together with their appurtenances, unto said second parties, and their respective successors and assigns, for the then residue of the term granted in said first Article, or for the then residue of the term that may be granted in any new lease which may be executed, as provided in the sixth Article, as by said second parties, or their respective successors or assigns, or their counsel in the law, shall be reasonably required, and be tendered to be made, done, and executed.

And upon like reasonable request, and at the like cost, of said second parties, or their respective successors or assigns, said first party, its successors and assigns, will, henceforth, during the respective residue of the said terms qualified in the said leases mentioned in the second and third Article, make, do, and execute, or cause to be made, done, and executed, all such lawful and reasonable acts, deeds, and assurances in the law, whatsoever, for the further, better, or more satisfactorily assigning or assuring the said premises, or any part thereof, described in the second and third Articles, together with their appurtenances, unto said second parties, and their respective successors and assigns, for the then respective residue of the said terms specified in the said lease mentioned in the second and third Articles, as by said second parties, or their respective successors or assigns, or their counsel in the law, shall be reasonably required and be tendered to be made, done, and executed.

ARTICLE IX.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that said first party, its successors and assigns, will, with all reasonable dispatch, and during the term granted in the first Article, erect and construct upon the premises described in the first, second, and third Articles, all such passenger and freight depot buildings, office buildings, sheds, warehouses, round-houses, shops, and other buildings, erections, and structures and all such main and side railroad tracks, switches, cross-overs, and turn-outs, and all such other terminal facilities as may be necessary to provide suitable and adequate railroad terminal facilities for such of the railroads centering at Nashville, Tennessee, as may contract therefor, with said first party, its successors or assigns.

ARTICLE X.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that as soon as the same shall be erected or constructed, said first party, its successors and assigns, shall and will, forthwith insure against loss by fire the improvements described in the ninth Article as passenger and freight depot buildings, office buildings, sheds, warehouses, round-houses, shops, and other buildings, erections, and structures, main and side railroad tracks, switches, cross-overs, and turn-outs, and other terminal facilities, which may be hereafter erected, or constructed, upon the premises, or property, described in the first, second, and third Articles, and all additions thereto, and extensions thereof; that the same shall be so insured, to the full value thereof, in some respectable insurance company, or companies; that the same shall be kept so insured during the term granted in the first Article, and during the term that may be granted in any new lease which may be executed, as provided in the sixth Article, and during the terms that may be assigned in any assignments of the leases, mentioned in the second, third, and seventh Articles; and as often as the property so insured shall be burned down or damaged by fire, all and every the sum or sums of money which shall be recovered or received by said first party, its successors or assigns, for, or in respect of, such insurance, shall be paid over by said first party, its successors or assigns, to said second parties, or their respective successors or assigns, to be laid out and expended by them in rebuilding

or repairing the property so insured or such parts thereof as shall be destroyed or injured by fire.

ARTICLE XI.

Said first party doth hereby, for itself, its successors and assigns, covenant with said second parties, and their respective successors and assigns, that said first party, its successors and assigns, shall, and will, during the term granted in the first Article, and during the term that may be granted in any new lease which may be executed, as provided in the sixth Article, and during the terms that may be assigned in any assignments of the leases mentioned in the second, third, and seventh Articles, pay and discharge all taxes, rates, charges, and assessments that may be levied or imposed, during the term or terms aforesaid, upon said premises or property described in the first, second, and third Articles, and the improvements described in the ninth Article as passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops and other buildings, erections, and structures, main and side railroad tracks, switches, cross-overs, and turn-outs, and other terminal facilities which may be hereafter erected or constructed upon the premises or property described in the first, second, and third Articles, and all additions thereto, and extensions thereof.

ARTICLE XII.

Said second parties do hereby, for themselves, and their respective successors and assigns, covenant with said first party, its successors and assigns, that as rent for the premises, or property described in the first Article, and for rent of the improvements described in the ninth Article as passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops, and other buildings, erections, and structures, and main and side railroad tracks, switches, cross-overs, and turn-outs, and other terminal facilities, and all additions thereto and extensions thereof, said second parties, and their respective successors and assigns, will pay to said first party, its successors and assigns, annually, in each and every year during the term granted in said first Article, and during the term that may be granted in any new lease which may be executed, as provided in the sixth Article, and during the term that may be assigned in any assignments of the leases mentioned in the second, third, and seventh Articles, a sum equal to interest at four per cent per annum upon the actual cost of all expenditures

heretofore made, or to be hereafter made by said first party, its successors and assigns, from time to time, in the purchase, or other acquisition of said premises or property, and in the erection and construction of said improvements, and of all additions thereto, and extensions thereof, and to all taxes, rates, charges, and assessments that may be levied or imposed during the term or terms aforesaid, upon said premises, or property, and said improvements, and all additions thereto, and extensions thereof, and to the cost of such insurance as may be necessary to keep said premises, or property, and said improvements and all additions thereto, and extensions thereof, insured to their full value during the term or terms aforesaid.

On the first day of October in each and every year, during the term or terms aforesaid, the sum which will be due as rent aforesaid for the next succeeding year upon the basis in this Article established, shall be ascertained and fixed by the parties hereto; and the sum so ascertained and fixed shall be paid by said second parties, and their respective successors and assigns, to said first party, and its successors and assigns, in equal quarterly payments on the first days of October, January, April, and July in the year for which said sum may be so established and fixed.

ARTICLE XIII.

Said second parties do hereby, for themselves, and their respective successors and assigns, covenant with said first party, its successors and assigns, that said second parties, and their respective successors and assigns, shall and will, from time to time, and at all times during the respective residues of the said terms specified in the said leases, mentioned in the second and third Articles, well and truly pay, or cause to be paid, unto the lessors mentioned in said leases respectively, or unto such person, or persons, as for the time being shall be entitled to receive the same, the yearly rents by the said leases respectively reserved and made payable, which from thenceforth shall grow due; and also well and truly perform, fulfill, and keep all and singular the covenants, provisions, and conditions contained in said leases respectively; and which, by, and on the part of said first party, or said second parties, is, or are, to be paid, observed, and performed; and also shall, and will, from time to time, and at all times, well, and sufficiently save, defend, keep harmless, and indemnified, said first party, its successors and assigns, from and against all costs, charges, damages,

and expenses whatsoever, which it, or they, or either of them, shall, or may sustain, or become liable to, by reason or means of said second parties, or their respective successors or assigns, not paying all or any part of the said rents from time to time, to become due for, or in respect of said premises, or any part or portion of them, and their appurtenances, assigned in the second and third Articles, from and after the execution of these presents, or by reason or means of their not observing and fulfilling any of the covenants, provisos, or conditions in the said leases respectively reserved and contained, which by, and on the part of said second parties, and their respective successors and assigns, are to be observed, performed, fulfilled, and kept.

ARTICLE XIV.

Said second parties do hereby, for themselves and their respective successors and assigns, covenant with said first party, its successors and assigns, that said second parties, and their respective successors and assigns, shall, and will, during the term granted in the first Article, and during the term that may be granted in any new lease which may be executed, as provided in the sixth Article, and during the terms that may be assigned in any new assignments of the leases mentioned in the second, third, and seventh Articles, at their proper costs, and charges, well and sufficiently maintain, and keep in repair, when, and as often as the same shall require, the premises described in the first, second, and third Articles, together with their appurtenances, including all rights of way, ways, and other easements, all such passenger and freight depot buildings, office buildings, sheds, warehouses, roundhouses, shops, and other buildings, erections, and structures, and all such main and side railroad tracks, switches, cross-overs, and turn-outs, and all such other terminal facilities, as may be hereafter erected or constructed by the first party, its successors or assigns, upon the premises described in the first, second, and third Articles. And also, that in case the same, or any part thereof, shall, at any time during said terms, or during either of them, be destroyed or injured by fire, wind, or lightning, said second parties and their respective successors and assigns, shall, and will, at their proper costs and charges, forthwith proceed to rebuild or repair the same, in as good condition as the same were before such destruction or injury. Provided, however, that all and every the sums or sum of money which shall be recovered or received by said first party, its successors

or assigns, for or in respect of any insurance upon any of such property, shall be paid over by said first party, its successors and assigns, to said second parties, their respective successors or assigns, to be laid out and expended by them in rebuilding or repairing the property so insured, or such parts thereof as shall be destroyed or injured by fire, as provided in the tenth Article.

ARTICLE XV.

Said second parties do hereby, for themselves and their respective successors and assigns, covenant with said first party, its successors and assigns, that it shall be lawful for said first party, its successors or assigns, by its or their agent, or agents, at all seasonable times, during the term granted in the first Article, and during the term that may be granted in any new lease which may be executed, as provided in the sixth Article, and during the terms that may be assigned in any new assignment of the leases mentioned in the second, third, and seventh Articles, to enter upon the premises described in the first, second, and third Articles, and to examine the condition of the said premises; and further, that all wants of reparation which, upon such views, shall be found, and for the amendment of which notice in writing shall be left at the premises, said second parties, and their respective successors and assigns, shall and will, within three calendar months next after every such notice, well and sufficiently repair and make good accordingly.

ARTICLE XVI.

Said second parties do hereby, for themselves and their respective successors and assigns, covenant with said first party, its successors and assigns, that at the expiration of the term granted in the first Article, and at the expiration of the term that may be granted in any new lease which may be executed, as provided in the sixth Article, or at any sooner termination of this present lease, or of any such new lease, said second parties, and their respective successors and assigns, shall, and will, peaceably surrender and yield up unto said first party, its successors and assigns, the premises described in the first Article, with their appurtenances.

ARTICLE XVII.

Said second parties do hereby, for themselves and their respective successors and assigns, covenant with said first party, its successors and assigns, that if the

rents reserved in the twelfth Article, or any part thereof, shall be unpaid for fifteen days after any of the day on which the same ought to have been paid (although no formal demand shall have been made thereof), or, in case of the breach or non-performance of any of the covenants, provisos, or conditions herein contained, on the part of the said second parties, and their respective successors and assigns, then it shall be lawful for said first party, its successors or assigns, at any time thereafter, into and upon the premises described in the first Article, or any part thereof, in the name of the whole, to re-enter, and the same again repossess and enjoy, as of its or their former estate, any thing hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, The said parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents attested by their respective Secretaries or Assistant Secretaries, and their respective corporate seals to be hereunto affixed, the date above written.

LOUISVILLE & NASHVILLE TERMINAL COMPANY,
By

M. H. SMITH,
President.

[L. & N. T. Co. SEAL.]

Attest:

J. H. ELLIS,
Secretary.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,
By

S. R. KNOTT,
First Vice-President.

[L. & N. R. R. Co. SEAL.]

Attest:

J. H. ELLIS,
Secretary.

NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY,
By

J. W. THOMAS,
President.

[N., C. & St. L. R'y SEAL.]

Attest:

J. H. AMBROSE,
Secretary.

STATE OF KENTUCKY, }
 County of Jefferson. } SCT.:

Personally appeared before me, THOS. B. HARRISON, JR., a Notary Public in and for the State and County aforesaid, M. H. Smith and J. H. Ellis, with whom I am personally acquainted, and who are known to me to be the President and Secretary respectively of the Louisville & Nashville Terminal Company, the within named bargainor, and who acknowledged that they executed the within instrument for and on behalf of said Louisville & Nashville Terminal Company for the purposes therein contained. My commission expires July 10th, 1896.

Witness my hand and seal this June 18, 1896.

THOS. B. HARRISON, JR.,
 Notary Public.

STATE OF KENTUCKY, }
 County of Jefferson. } SCT.:

Personally appeared before me, THOS. B. HARRISON, JR., a Notary Public in and for the State and County aforesaid, S. R. Knott and J. H. Ellis, with whom I am personally acquainted, and who are known to me to be the First Vice-President and Secretary respectively of the Louisville & Nashville Railroad Company, the within named bargainor, and who acknowledged that they executed the within instrument for and on behalf of said Louisville & Nashville Railroad Company for the purposes therein contained. My commission expires July 10, 1896.

Witness my hand and seal this June 18, 1896.

THOS. B. HARRISON, JR.,
 Notary Public.

STATE OF TENNESSEE, }
 County of Davidson. }

Personally appeared before me CHARLES E. CURREY, a Notary Public, duly appointed, commissioned, qualified, and acting in and for said county and State, J. W. Thomas and J. H. Ambrose, with whom I am personally acquainted, and whom I know to be the President and Secretary respectively of the Nashville, Chattanooga & St. Louis Railway, who acknowledged the execution of the foregoing instrument for the purpose therein contained.

Witness my hand and notarial seal of office at Nashville, Tenn., this 15th day of June, 1896.

CHARLES E. CURREY,
 Notary Public.

**EXHIBIT C FILED SUBSEQUENT TO HEARING BY WITNESS
KEEBLE. MODIFICATION OF LEASE L. & N. TERMINAL COM-
PANY TO L. & N. RAILROAD COMPANY AND N., C. & ST. L.
RAILWAY COMPANY, DATED JUNE 15, 1896.**

THIS INDENTURE, made this, the third day of December, 1902, by and between the LOUISVILLE & NASHVILLE TERMINAL COMPANY, a corporation chartered, organized and existing under the laws of the State of Tennessee and known hereinafter as the first party, and the LOUISVILLE & NASHVILLE RAILROAD COMPANY, a corporation, chartered, organized and existing under the laws of the Commonwealth of Kentucky, with a right of way granted by the State of Tennessee, to construct and operate a railroad in said State of Tennessee, and the NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY, a corporation, chartered, organized and existing under the laws of the State of Tennessee, said two last named railroad or railway companies being known hereinafter as the second parties, WITNESSETH:

THAT WHEREAS, the said first party and the said second parties heretofore, on the 15th day of June, 1896, entered into an indenture of lease, which is recorded in the Register's Office of Davidson County, Tennessee, in Book 222, page 175, by which the said first party did grant, demise and farm-let unto the said second parties, and their respective successors and assigns, in consideration of certain rental therein provided for, certain pieces or parcels of land situated in the City of Nashville, County of Davidson and State of Tennessee, and fully described in Article I of said indenture of lease, and did grant, sell, assign, transfer and set over, to said second parties, all its estate, right, title and interest in and to the property described in Article II of said indenture of lease, it being the same property granted and demised by the Nashville, Chattanooga & St. Louis Railway to the Louisville & Nashville Terminal Company, its successors and assigns, by an indenture of lease dated the 27th day of April, 1896, together with said lease itself; and did grant, sell, assign, transfer and set over, all its estate, right, title and interest in and to the property described in Article III of said indenture of lease, it being the same property granted and demised by the Louisville & Nashville Railroad Company, to the Louisville & Nashville Terminal Company, its successors and assigns, by an indenture of lease dated the 27th day of April, 1896, together with said lease itself;

AND WHEREAS, by an agreement between the Louisville & Nashville Terminal Company and the Nashville, Chattanooga & St. Louis Railway, of even date herewith, the aforesaid said indenture of lease between said parties, dated the 27th day of April, 1896, and all the provisions and conditions thereof, have been rescinded, cancelled, abrogated and for nothing held for the unexpired term of said lease, and by an agreement between the Louisville & Nashville Terminal Company and the Louisville & Nashville Railroad Company, of even date herewith, the aforesaid indenture of lease between said companies, dated the 27th day of April, 1896, and all the provisions and conditions thereof, have been rescinded, cancelled, abrogated and for nothing held for the unexpired term of said lease;

AND WHEREAS, the Louisville & Nashville Terminal Company has expended a large sum of money in constructing freight depots, side tracks, turnouts and other terminal facilities upon said parcels and tracts of land described in Article II and III of said indenture of lease, dated the 15th day of June, 1896;

AND WHEREAS, it is the wish of the Louisville & Nashville Terminal Company, and of the Louisville & Nashville Railroad Company, and the Nashville, Chattanooga & St. Louis Railway, to amend, modify and alter certain other provisions and conditions, and to cancel and abrogate certain other provisions and conditions, of said indenture of lease, dated the 15th day of June, 1896;

NOW, THEREFORE, in consideration of the premises, and other considerations hereinafter to be set forth, it is agreed as follows:

FIRST. All right, title and interest in and to the parcels or tracts of land described in Article II of said indenture of lease, dated the 15th day of June, 1896, which the Louisville & Nashville Terminal Company demised, transferred and set over, under said lease, to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway, are hereby excluded from said lease for the unexpired term thereof it being understood and agreed that the right, title and interest of the Nashville, Chattanooga & St. Louis Railway, in and to the same, shall be and remain, as it was prior to the lease executed by it to the Louisville & Nashville Terminal Company, dated the 27th day of April, 1896, subject only to the right, title and interest of any trustee, or trustees, under any mortgage or mortgages executed by the Louisville & Nashville Terminal Company prior to the date of this instrument; said tracts or

parcels of land thus excluded for the unexpired term of said lease, dated the 15th day of June, 1896, are fully described in said Article II of said indenture of lease, which lease is recorded in the Register's Office of Davidson County, Tennessee, in Book 222, page 175, reference to which is hereby made.

SECOND. All right, title and interest in and to the parcels or tracts of land described in Article III of said indenture of lease, dated the 15th day of June, 1896, which the Louisville & Nashville Terminal Company demised, transferred and set over, under said lease, to the Louisville & Nashville Railroad Company and the Nashville, Chattanooga & St. Louis Railway, are hereby excluded from said lease for the unexpired term thereof, it being understood and agreed that the right, title and interest of the Louisville & Nashville Railroad Company in and to the same shall be and remain, as it was prior to the lease executed by it to the Louisville & Nashville Terminal Company, dated the 27th day of April, 1896, subject only to the right, title and interest of any trustee, or trustees, under any mortgage or mortgages executed by the Louisville & Nashville Terminal Company prior to the date of this instrument; said tracts or parcels of land thus excluded for the unexpired term of said lease, dated the 15th day of June, 1896, are fully described in said Article III of said indenture of lease, which lease, is recorded in the Register's Office of Davidson County, Tennessee, in Book 222, page 175, et seq., reference to which is hereby made.

Third. It is further distinctly understood and agreed that said indenture of lease, dated June 15th, 1896, and all the terms and provisions thereof, shall be construed to relate only to the tracts or parcels of land described in Article I thereof, and that all the provisions of said lease which relate to the tracts or parcels of land described in Article II and III thereof, are hereby rescinded, abrogated and for nothing held, except as otherwise herein-after provided.

FOURTH. It is further understood and agreed that Article I of said indenture of lease, dated June 15th, 1896, shall be amended, modified and altered, so as to make the term of said interest therein granted and demised, to expire at the end of Ninety-nine years from the first day of July, 1896.

FIFTH. It is further understood and agreed that Articles II, III, V, VI, VII, VIII, X, XI, XIII, XIV and XV, of said indenture of lease dated June 15th, 1896, are

hereby rescinded, abrogated and for nothing held from and after the date hereof.

SIXTH. It is further understood and agreed that Article XII of said indenture of lease, dated June 15th, 1896, shall be modified, amended and changed to read as follows, to-wit: Said second parties do hereby, for themselves, and their respective successors and assigns, covenant with the said first party, its successors and assigns, that as rent for the premises or property, described in Article I of said indenture of lease, dated June 15th, 1896, and for rent for the improvements thereon, and for the purpose of reimbursing and making whole the said first party for the moneys expended by it in the improvements erected upon the parcels or tracts of land described in Article II and III of said indenture of lease, the said second parties, their respective successors and assigns, will pay the principal and interest of the bonds secured by the Fifty Year Four Per Cent. Gold First Mortgage for Three Millions Dollars (\$3,000,000), executed by the Louisville & Nashville Terminal Company to the Manhattan Trust Company, Trustee, of New York, on the first day of December, 1902, and will pay the same to the holders thereof as said interest and principal become due. And the said second parties further, for themselves, and their respective successors and assigns, covenant with the said first party, its successors and assigns, to pay all taxes, rates, charges and assessments that may be levied or imposed, during the term aforesaid, on said premises or property, and on said improvements erected thereon.

And the said second parties do, for themselves, and their respective successors and assigns, further covenant with the said first party, its successors and assigns, that they will keep all of said improvements on said property in repair, and will insure the same for the full value thereof, in some reputable insurance company or companies, and as often as the property so insured shall be burned down or damaged by fire, such sum or sums of money which shall be recovered or received by said second parties, or their respective successors and assigns, for and in respect of said insurance, shall be laid out or expended by them in rebuilding or repairing such property so insured, or such parts thereof as shall be so destroyed by fire.

SEVENTH. It is further understood and agreed that Article XVI of said lease, dated June 15th, 1896, shall be changed, amended and modified to read as follows, to-wit: Said second parties do hereby, for them-

selves, and their respective successors and assigns, covenant with the said first party, its successors and assigns, that at the expiration of the term, or at an earlier termination, of this lease, said second parties, or their respective successors and assigns, shall and will, peaceably surrender and yield up to the said first party, its successors and assigns, the premises described in Article I, with their appurtenances.

EIGHTH. It is further understood and agreed that Article XVII of said indenture of lease, dated June 15th, 1896, shall be amended, modified and changed to read as follows, to-wit: Said second parties do hereby, for themselves, and their respective successors and assigns, covenant with the said first party, its successors and assigns, that in case of any breach or non-performance on the part of the said second parties, or their respective successors and assigns, of any of the covenants, provisos or conditions herein contained, or contained in said lease dated June 15th, 1896, which are not abrogated or cancelled by this instrument, it shall be lawful for said first party, its successors and assigns, at any time thereafter, into and upon the premises described in Article I of said lease, dated June 15th, 1896, or any part thereof, in the name of the whole, to re-enter and the same again repossess and enjoy, as of its or their former estate, anything hereinbefore contained to the contrary notwithstanding.

NINTH. It is further understood and agreed that all of the provisos and conditions contained in said indenture of lease, dated June 15th, 1896, which are not herein abrogated and cancelled, modified or altered, and which are not inconsistent with the provisions of this instrument, shall remain and continue in force for the unexpired term thereof.

IN WITNESS WHEREOF, the said parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents, attested by their respective Secretaries or Assistant Secretaries, and their respective corporate seals to be hereunto affixed. Executed in triplicate originals the day and year first hereinbefore written.

LOUISVILLE & NASHVILLE TERMINAL COMPANY,
By E. C. LEWIS, President.

[L. & N. T. Co., SEAL.]

Attest:

W. H. BRUCE, Assistant Secretary.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,

By WALKER D. HINES, First Vice-President.
[L. & N. R. R. Co., SEAL.]

Attest:

W. H. BRUCE, Assistant Secretary.

NASHVILLE, CHATTANOOGA & ST. LOUIS R'Y,

By J. W. THOMAS, President.
[N. C. & St. L. R'Y, SEAL.]

Attest:

J. H. AMBROSE, Secretary.

STATE of TENNESSEE, }
County of Davidson. }

Before me, E. B. DUVAL, a Notary Public in and for the State and County aforesaid, personally appeared E. C. Lewis, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Louisville & Nashville Terminal Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President, and that he further acknowledged that the seal thereto affixed is the genuine corporate seal of the said Company, and that he caused the same to be duly attested by W. H. Bruce, the Assistant Secretary of said Company.

Witness my hand and seal at office in Nashville, Tennessee, this fifth day of December, 1902.

E. B. DUVAL, Notary Public.

STATE of KENTUCKY, }
County of Jefferson. }

Before me, G. W. B. OLMSTEAD, a Notary Public in and for the State and County aforesaid, personally appeared Walker D. Hines, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the First Vice-President of the Louisville & Nashville Railroad Company, the within named bargainor, a corporation, and that he as such First Vice-President, being authorized to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself, as First Vice-President, and that he further acknowledged that the seal thereto

affixed is the genuine corporate seal of the said Company, and that he caused the same to be duly attested by W. H. Bruce, the Assistant Secretary of said Company.

Witness my hand and seal at office in Louisville, Kentucky, this 6th day of December, 1902.

G. W. B. OLMSTEAD, Notary Public.

STATE of TENNESSEE, }
County of Davidson. }

Before me, E. B. DUVAL, a Notary Public in and for the State and County aforesaid, personally appeared J. W. Thomas, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Nashville, Chattanooga & St. Louis Railway, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President, and that he further acknowledged that the seal thereto affixed is the genuine corporate seal of the said Company, and that he caused the same to be duly attested by J. H. Ambrose, the Secretary of said Company.

Witness my hand and seal at office in Nashville, Tennessee, this fifth day of December, 1902.

E. B. DUVAL, Notary Public.

STATE of TENNESSEE, }
County of Davidson. }

Register's Office, December 24th, 1902.

I, BEN. F. LOFTIN, Register for said County, do certify that the foregoing instrument and certificate are registered in said office, in Book No. 272, page 407, that they were received Dec. 11, 1902, at 5 o'clock p. m., and were entered in Note Book 18, page 227.

BEN. F. LOFTIN,

Register of Davidson County.

By W. H. LINGNER, D. R.

STATEMENT OF LIST OF INDUSTRIES SERVED BY THE TENNESSEE CENTRAL RAILROAD AT NASHVILLE, ENCLOSED WITH LETTER FROM S. W. FORDYCE, JR., TO THE SECRETARY OF THE COMMISSION, DATED OCTOBER 30, 1914.

RECAPITULATION

OF

Industries Served by the Tennessee Central R. R. Co.,
AT

Nashville, Tennessee.

LOCATION.	Total Number of Concerns, regardless of whether or not there is a common ownership of any of them.	Total Number of Separate Concerns, that is, counting only one where there is a common ownership.
On T. C. R. R. exclusively----- (Lists 1, 2, 3 and 4.)	101	94
Served by independent tracks of T. C. R. R. and L. & N.-N., C. & St. L. terminals----- (List 5.)	32	32
Served by joint tracks of T. C. R. R. and L. & N.-N., C. & St. L. terminals----- (List 6.)	24	22
TOTAL-----	157	148

Nashville, Tenn., October 15, 1914.

LIST No. 1.

INDUSTRIES LOCATED ON TENNESSEE CENTRAL
RAILROAD BASIN ALLEY TRACK, SOUTH
OF BROAD STREET.

NAME OF INDUSTRY.	CHARACTER.
Doss Transfer Company-----	Transfer and Storage
Nichols & Shepard-----	Engines and Threshers
W. T. Hardison & Co.-----	Builders Supplies
R. H. Worke & Co.-----	Hay, Grain and Feed
†H. G. Lipscomb & Co. (also in List 2)---	Implements and Wire Fence
Wizard Products Co.-----	Sweeping Compound
Emerson-Brantingham Implement Co.---	Implements, Buggies, etc.
†Price-Bass Company (also in List 4)---	Coal Yard
Morehead & Young-----	Hay, Grain and Feed
J. Leftkowitz & Co.-----	Hides, Wool, etc.
(a) American Steam Feed Co.-----	Stock Feed
(a) Nashville Feed Co.-----	Stock Feed
Tune & Wright-----	Poultry, Butter and Eggs
Ollie Alloway-----	Poultry, Butter and Eggs
(h) Werthan Bag & Burlap Co.-----	Burlap Bags
(h) Werthan & Co.-----	Scrap Iron
Warren Paint & Color Co.-----	Paint
National Biscuit Co.-----	Crackers, etc.
Union Carbide Sales Co.-----	Carbide
Meyer Roth-----	Scrap Iron and Paper Stock
B. Baff & Sons-----	Poultry and Eggs
Loose-Wiles Biscuit Co.-----	Crackers, etc.
Philip Carey Roofing Co.-----	Roofing
McLemore-Crutchner Co.-----	Hay, Grain and Feed
Warren Bros-----	Glass Warehouse

(a)—Same firm operating under two names.

(h)—Same firm operating under two names.

†—Two locations.

LIST No. 2.

INDUSTRIES LOCATED ON TENNESSEE CENTRAL
RAILROAD FRONT STREET TRACK,
SOUTH OF UNION STREET.

NAME OF INDUSTRY.	CHARACTER.
B. J. Fox.....	Bottles and Cooperage
American Paper Box Manufacturing Co.....	Paper Boxes
Geo. Peard Belting Co.....	Belting
Southern Stamping & Manufacturing Co.....	Metal Stamps, Lithographing, etc.
Union Tobacco Co.....	Tobacco
§Nashville Builders Supply Co. (also in Lists 4 and 6).....	Builders Supplies
Diehl & Lord.....	Beverages
Brandon Printing Co.....	Printers and Stationers
Graham Paper Co.....	Paper
(c) Alex Bennie & Co.....	Notions
(c) Geo. E. Bennie & Co.....	Notions
(c) Carlsbad Manufacturing Co.....	Notions
Spurlock-Neal Co.....	Wholesale Drugs, etc.
§Phillips & Buttorff Mfg. Co. (also in List 5).....	China, Tinware, etc.
Nashville Paper Stock Co.....	Paper Stock
Montgomery-Moore Mfg. Co.....	Harness and Saddlery
Orr, Jackson & Co.....	Wholesale Groceries
Berry, DeMotive & Co.....	Wholesale Drugs
Orr, Mizell & Murrey.....	Wholesale Groceries
J. H. Orr & Co.....	Wholesale Groceries
Clements Paper Co.....	Paper
The Riddle Co.....	Sash, Doors, Paints, etc.
Britt & Roberts.....	Wholesale Produce
McKay & Morgan.....	Merchandise Brokers
(b) National Aniline Chemical Co.....	Laundry Supplies
(b) Crown Laundry Supply Co.....	Laundry Supplies
Webb Mfg. Co.....	Extracts
J. A. Crutchfield & Co.....	Implements, Hardware and Seeds
Deeds & Jordan Buggy Co.....	Vehicles
Green, Matthews & Co.....	Implements
M. E. Derryberry & Co.....	Wholesale Groceries
W. A. Case & Son Mfg. Co.....	Plumbers and Mill Supplies
W. T. Henderson & Co.....	Merchandise Brokers
Follansbee Brothers.....	Tin Plate
Hooper Grocery Co.....	Wholesale Groceries
Smith, Herrin & Baird Mfg. Co.....	Stoves, Tinware and Furnishings
†H. G. Lipscomb & Co. (also in List 1).....	Wholesale Hardware
Chas. Nelson.....	Wholesale Liquors
Cumberland Seed Co.....	Seed
L. H. Hitchcock & Son.....	Implements, Hardware and Seed
McKay-Reece & Co.....	Seed
Herman Bros., Lindauer & Co.....	Wholesale Dry Goods & Shoes
Southern Woodenware Co.....	Woodenware, etc.
Bearden Buggy Co.....	Vehicles

(b)—Same firm operating under two names.

(c)—Same firm operating under three names.

†—Two locations.

§—Three locations.

LIST No. 3.

INDUSTRIES LOCATED EXCLUSIVELY ON
TENNESSEE CENTRAL R. R.HARRISON STREET LINE,
HAMILTON STREET LINE

AND

NORTH OF CENTRAL JUNCTION.

(A) Harrison Street Line East of Cumberland Street Station:

NAME OF INDUSTRY.

CHARACTER.

†Weyman-Bruton Company (also in List 6)	Tobacco Warehouse
(g) Tennessee Heel Co.	Heel Factory
Keith Vaughn Coal Co.	Coal
Jakes Foundry Co.	Castings

(B) Hamilton Street Line East of Cumberland Street Station:

Cowsert & Cowsert	Hay, Grain and Feed
C. M. Hughes & Co.	Builders Supplies
Lester & Cunningham	Warehouse (storage)
Perry, Lester & Co. (Stock Yards)	Live Stock
†Keith, Simmons & Co. (also in List 5)	Fire Works, Warehouse
O'Bryan Bros	Overalls
Weatherly, Armistead McKennie & Co.	Wholesale Dry Goods
Magnesite Products Co.	Magnesite Products
(f) Nashville Traction Co.	Warehouse
(f) Detroit-Nashville Construction Co.	Warehouse

(C) North of Central Junction:

C. D. Jones & Co. (Hermitage Elevator and Warehouse)	Grain and Storage
Adams Grain & Provision Co.	Grain

†—Two locations.

(g)—Under contract between the Tennessee Central R. R. Co. and L. & N. Terminal Co. the latter have authority to use the tracks of the T. C. R. R. Co. only for switching of traffic to and from the State Penitentiary (West Nashville) and Carter Shoe Co. (East Nashville).

(f)—Same firm operating under two names.

LIST No. 4.

INDUSTRIES LOCATED EXCLUSIVELY ON TENNESSEE CENTRAL R. R. OTHER THAN SHOWN
IN LISTS Nos. 1, 2 AND 3.

NAME OF INDUSTRY.

CHARACTER.

City Rock Crushing Plant	Crushed Stone
Lieberman, Loveman & O'Brien	River Saw Mill and Lumber Yard
†Price-Bass Company (also in List 1)	Storage Warehouse
Tankard & Woodall	Coal and Ice
Fulcher Brick Co.	Brick
Perry & Lester Coal Co.	Coal
Walter Stokes	Farm
§Nashville Builders Supply Co. (also in Lists 2 and 6)	Sand and Gravel Yard
Bonner Furniture Mfg. Co.	Furniture
T. J. Osborne & Co.	Coal
Star Block Mills	Shuttle Blocks
Island Block Mills	Vehicle Material

Independence Snuff Co.....	Snuff
Gulf Refining Co.....	Gasoline and Oil
Tennessee Burley Tobacco Co.....	Tobacco Warehouse
Nashville Egg Case Filler Co.....	Egg Case Fillers and Cases
(d) Criterion Oil Co.....	Gasoline and Oil
(d) Tennessee Auto Co.....	Gasoline and Oil
Indian Refining Co.....	Gasoline and Oil

†—Two locations.

§—Three locations.

(d)—Same firm operating under two names.

LIST No. 5.

INDUSTRIES SERVED BY INDEPENDENT TRACKS OF TENNESSEE CENTRAL RAILROAD COMPANY AND

L. & N.—N., C. & ST. L. TERMINALS.

NAME OF INDUSTRY.	CHARACTER.
State Fair Grounds (Cumberland Park).....	
Smith, Dies & Alexander.....	Cedar Posts and Cedar Lumber
Silber Lumber Co.....	Lumber
I. F. McLean Mfg. Co.....	Staves and Heading
Foster-Creighton-Gould Co.....	Contractors Supply Yard
Gray & Dudley Hdwe. Co.....	Stoves, Implements and Hardware
Jno. B. Ransom & Co.....	Lumber and Boxes
Jamison Spring Mattress Co.....	Mattresses
Union Stock Yards (Bostick Street Pens).....	Live Stock
Independent Ice Co.....	Coal and Ice
§Phillips & Buttorff Mfg. Co. (also in List 2).....	Stoves and Hollowware
§Phillips & Buttorff Mfg. Co. (also in List 2).....	Pig Iron and Sand
Standard Oil Co.....	Gasoline and Oil
John Bouchard & Sons Co.....	Ice Machines and Foundry
Ford Flour Co.....	Flour
Naive-Spillers Co.....	Eggs and Poultry
Booth Fisheries Co.....	Fish
Buford Bros.....	Vehicle Hardware
International Harvester Co.....	Implements
City Grain & Feed Co.....	Hay, Grain and Feed
Cherokee Mills.....	Flour
American Bread Co.....	Flour
Southern Ice Co. (Howe Plant).....	Ice, Coal and Cold Storage
†Keith, Simmons & Co. (also in List 3).....	Hardware
T. L. Herbert & Sons Co.....	Builders Supplies
Columbia Grain Co.....	Grain
Greenwood Mill & Elevator Co.....	Flour
Nashville Abattoir, Hide & Melting Ass'n.....	Live Stock, Hides, Wool, etc
Nashville Spoke & Handle Co.....	Handles
N. E. Leming.....	Pole Yard
Ewing & Gilliland.....	Lumber
Joyce-Watkins Co.....	Cross-ties
Baker, Jacobs & Co.....	Lumber
Dunlap Lumber Co.....	Lumber
†Nashville Gas & Heating Co. (also in List 6).....	Coal

†—Two locations.

§—Three locations.

LIST No. 6.

INDUSTRIES LOCATED ON TRACKS
OPERATED JOINTLY

BY THE

TENNESSEE CENTRAL RAILROAD COMPANY

AND

L. & N.—N., C. & ST. L. TERMINALS.

NAME OF INDUSTRY.	CHARACTER.
Harley Pottery Co.-----	Pottery
Lightman-Sewell Stone & Pulverizing Co -----	Crushed Stone
Barrett Manufacturing Co.-----	Roofing, Cement and Paving Material
†Nashville Gas & Heating Co. (also in List 5) -----	Coke Track
Nashville Railway & Light Co.-----	Power House
Hauck Brewing Co. (Chas. T. Williams, Agent) -----	Beer
H. F. Cooper & Co.-----	Builders Supplies
§Nashville Builders Supply Co. (also in Lists 2 and 4) -----	Builders Supplies
Cumberland Telephone & Telegraph Co -----	Pole Yard and Warehouse
Western Electric Co.-----	Electrical Supplies
Jones & Hopkins Mfg. Co.-----	Stoves, Tinware, etc.
(e)Atlas Paint Co.-----	Paint
(e)Consolidated Gas Purification & Chemical Co -----	Gas Purifying Material
†Weyman-Bruton Co. (Miller Warehouse) (also in List 3) -----	Tobacco
Jos. Scheffer Lumber Co.-----	Lumber
Nashville Roller Mills -----	Flour
J. W. Kerr & Co.-----	Grain
S. S. Kerr -----	Grain
Logan & Company -----	Grain and Hay
W. R. Tate -----	Grain and Hay
(k)W. H. Crozier -----	Grain and Hay
(k)Dixie Grain & Hay Co.-----	Grain and Hay
W. G. Bush & Co.-----	Brick
Morgan & Hamilton -----	Paper, Sheetting and Bags
J. A. & O. L. Jones Mill & Elevator Co -----	Grain, Flour and Meal
Grantland Cotton Co.-----	Cotton
Sulzberger & Sons Co.-----	Packing-house Products
(e)—Same firm operating under two names.	
†—Two locations.	
§—Three locations.	
(k)—Same firm operating under two names.	

INDEX OF EXHIBITS FILED SUBSEQUENT TO THE HEARING.

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A. Contract between L. & N. and N., C. & St. L., dated May 1, 1872	506
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C. Modification of lease, L. & N. Terminal Co. to L. & N. Railroad Company and N., C. & St. L. Railway, dated June 15, 1896	558
D. Act of incorporation and by-laws of L. & N. Terminal Co	495
E. Contract of lease, dated April 27, 1896, between N., C. & St. L. Railway, L. & N. Terminal Co., and L. & N. Railroad Company	479
F. Statement of facts concerning the mortgage of the L. & N. Terminal Company	506
Unnumbered exhibit attached in Commission's docket with other exhibits—lease dated June 15, 1896, L. & N. Terminal Company to L. & N. Railroad Co., and N., C. & St. L. Railway	525
List of industries served by the Tennessee Central Railroad at Nashville, enclosed with letter from S. W. Fordyce, Jr., to the Secretary, dated October 30, 1914	565
Statement of J. H. Ellis, Secretary of L. & N. Railroad Co., dated November 2, 1914, concerning L. & N. Railroad Company's stock ownership in N., C. & St. L. Railway, filed with Mr. Jouett's letter to Commissioner Meyer, dated November 2, 1914	520
Carbon copy of letter from E. S. Jouett to T. M. Henderson dated November 2, 1914, which was enclosed with above-mentioned letter to Commissioner Meyer, dated November 2, 1914	520
Statement of mileage of L. & N. and N., C. & St. L. at Nashville, enclosed with Mr. Jouett's letter to Commissioner Meyer, dated November 9, 1914	522
Statement of acquisition and present holdings of L. & N. Railroad Company in N., C. & St. L. Railway, enclosed with Mr. Jouett's letter to Commissioner Meyer, dated November 19, 1914	522
Letter dated November 5, 1914, from Charles Barham to R. Walton Moore, showing result of joint check of statement of industries on Tennessee Central and Nashville Terminal tracks, and revised list of industries, as prepared by Mr. Barham, filed with Mr. Moore's letter to Commissioner Meyer, dated November 9, 1914	511

EXHIBIT F.

BEFORE THE INTERSTATE COMMERCE COMMISSION.

No. 6484.

CITY OF NASHVILLE, ET AL.,

versus

LOUISVILLE & NASHVILLE RAILROAD CO., ET AL.

Submitted October 22, 1914; Decided February 1, 1915.

REPORT OF THE COMMISSION.

MEYER, *Commissioner*:

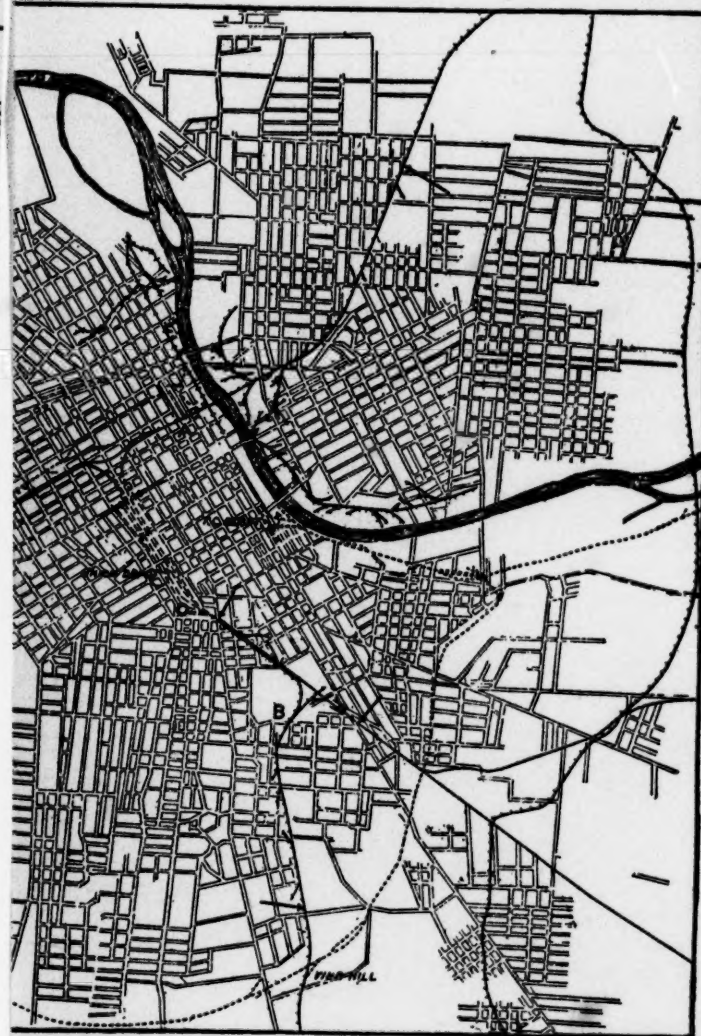
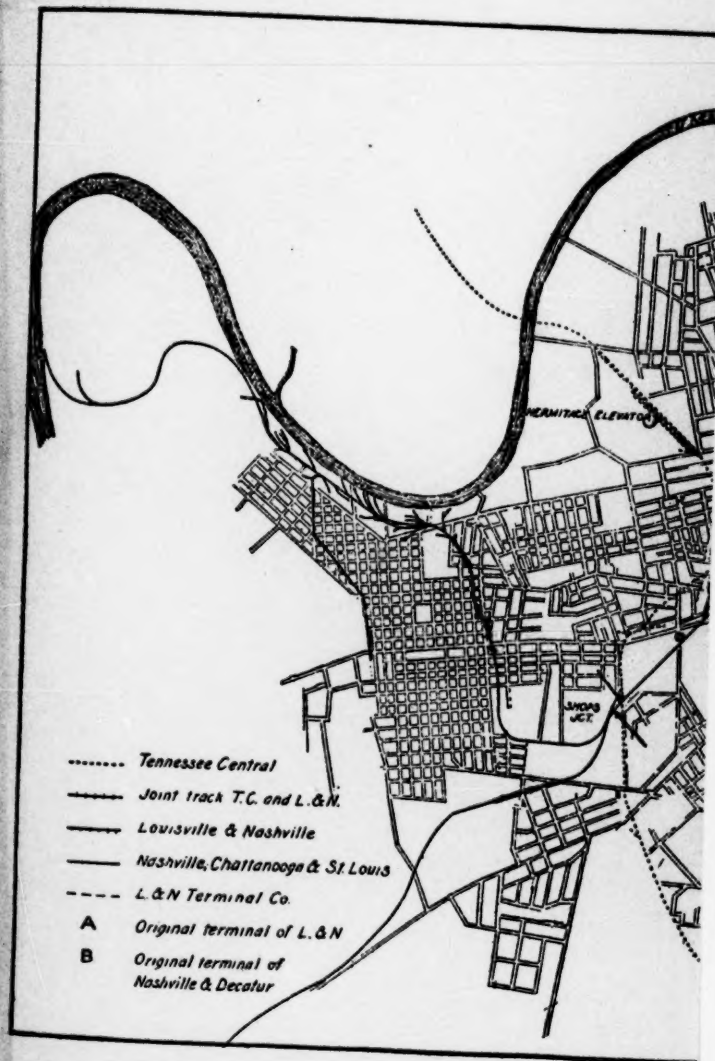
This case concerns the switching practices and charges at Nashville, Tenn. The complainants are the city of Nashville and the Traffic Bureau of Nashville. The Traffic Bureau of Nashville is a Tennessee corporation organized to promote and protect the commercial interests of Nashville and represents practically all of the large receivers and shippers of freight in Nashville. It is not organized for profit. The Business Men's Association of Nashville, a voluntary association of similar character, has intervened and joins in the complaint.

Nashville is served by three railroads: The Louisville & Nashville; the Nashville, Chattanooga & St. Louis; and the Tennessee Central. The Louisville & Nashville reaches Nashville from the north, from Cincinnati, Louisville, and St. Louis, and extends from Nashville south to Birmingham, Ala., and other southern points. The Nashville, Chattanooga & St. Louis enters the city from the west, from Hollow Rock, Tenn., where its lines from its three western termini at Hickman and Paducah, Ky., and Memphis, Tenn., converge, and extends through the city southeast to Chattanooga, Tenn., and other points. The Tennessee Central enters from the northwest, from Hopkinsville, Ky., where it connects with the Illinois Central, and extends through the city east to Harriman,

Tenn., where it connects with the Southern Railway. The Louisville & Nashville and Nashville, Chattanooga & St. Louis are natural competitors for Nashville traffic, and both lines compete for Nashville traffic with the Tennessee Central. All three have extensive terminal facilities within the city, including freight depots, yards, and main, side, team, and spur tracks. The Louisville & Nashville tracks reach industries located principally in the northern, eastern, and southern sections of the city; those of the Nashville, Chattanooga & St. Louis, industries in the southern, central, and western sections; while the Tennessee Central tracks reach industries located principally in the northern, southern, and southeastern sections. The tracks of the Tennessee Central are connected with the tracks of the Nashville, Chattanooga & St. Louis by an interchange track at Shops Junction, in the western section of the city, and with the tracks of the Louisville & Nashville by an interchange track at Vine Hill, just outside of the city on the south. The tracks of the Louisville & Nashville and Nashville, Chattanooga & St. Louis are connected at several points, but principally in the yards of the Louisville & Nashville Terminal Company, in the center of the city. The situation is illustrated by the accompanying map.

The Louisville & Nashville Terminal Company, hereinafter called the "terminal company," is best described by a brief account of its origin and development. Prior to 1872 the Louisville & Nashville line into Nashville from the north terminated at a point in the northern section of the city on the west bank of the Cumberland River. The Louisville & Nashville line from the south, the Nashville & Decatur Railroad, terminated at a point several miles south of the terminus of the northern line. Separate terminals were maintained at the two points, and the Louisville & Nashville had no tracks of its own within the city connecting them. The only other lines into Nashville at that time were the Nashville & Chattanooga from the southeast and the Nashville & Northwestern, owned by the Nashville & Chattanooga, from the west, which terminated about midway between the termini of the two Louisville & Nashville lines. The Louisville & Nashville's northern line connected with the Nashville & Northwestern at a point approximately 1 mile north of the terminus of the latter, and the Nashville &





Decatur connected with the Nashville & Chattanooga near the terminus of the Nashville & Decatur. On May 1, 1872, the Nashville & Chattanooga, for an agreed annual rental, accorded to the Louisville & Nashville a perpetual right to run its trains and locomotives over a track to be constructed for the Nashville & Chattanooga by the Louisville & Nashville from the trestle then connecting the Louisville & Nashville's northern line with the Nashville & Northwestern to the depot grounds of the Nashville & Chattanooga; thence over the tracks of the Nashville & Chattanooga through said depot grounds; thence over a track to be constructed by the Louisville & Nashville as its own property from the southern approach to the Nashville & Chattanooga depot grounds to the depot of the Nashville & Decatur, alongside of the existing track of the Nashville & Chattanooga, the necessary right of way to be furnished by the Nashville & Chattanooga. It was also agreed that the Louisville & Nashville would contribute \$50,000 toward the construction of a union passenger station on the depot grounds of the Nashville & Chattanooga whenever the Nashville & Chattanooga should contribute an equal amount for the same purpose. The tracks provided for in the agreement were constructed immediately, but not the union passenger station. In 1873 the name of the Nashville & Chattanooga was changed to Nashville, Chattanooga & St. Louis. In 1893 and to facilitate the construction of a union passenger station as tentatively proposed in the agreement of 1872, the Louisville & Nashville and Nashville, Chattanooga & St. Louis organized the terminal company. The general incorporation laws of Tennessee were amended March 17, 1893, to authorize the organization of railway terminal corporations, Laws of Tennessee, 1892, ch. 11, p. 15; and on March 23, 1893, the terminal company was incorporated under them. Following its organization the terminal company existed in name only until April 27, 1896, when the Louisville & Nashville and Nashville, Chattanooga & St. Louis leased to it for a period of 999 years all of its property and railroad appurtenances thereon which the lessors severally owned or controlled within, or in the immediate vicinity of, the original depot grounds of the Nashville & Chattanooga. The terminal company covenanted to construct upon the premises demised and other premises to be used in connection there-

with all passenger and freight buildings, tracks, and other terminal facilities suitable and necessary for all railroads centering at Nashville that might contract with the terminal company therefor. Shortly thereafter, June 15, 1896, the terminal company leased back to the Louisville & Nashville and Nashville, Chattanooga & St. Louis jointly all property acquired by the terminal company under the lease of April 27, 1896, together with all other property which the terminal company has subsequently acquired or which it might acquire. Both the charter of the terminal company and the act under which it was incorporated authorized the terminal company to lease its property and terminal facilities to any railroad company utilizing them upon such terms and for such time as might be agreed upon by the parties. Meanwhile the people of Nashville had become desirous of better terminal facilities, particularly of a union passenger depot, and an ordinance authorizing a contract to that end between the city and the terminal company had been proposed, but with the proviso that the facilities proposed should also be available on an equitable basis to railroads which might be built in the future. The Louisville & Nashville and Nashville, Chattanooga & St. Louis opposed this proviso and an ordinance omitting it was passed, but was vetoed by the mayor on account of the omission. Nothing more was done until June 21, 1898, when the terminal company entered into an agreement with the city of Nashville whereby the terminal company agreed to construct a union passenger station on the premises covered by the leases of April 27 and June 15, 1896, at least two freight stations, platforms, tracks, switches, etc., certain viaducts over its tracks, and certain new streets and extensions of existing streets. The city agreed to secure the condemnation of land, to close certain existing streets, and to erect approaches to certain of the viaducts to be constructed by the terminal company. No provision was made for future railroads. The improvements agreed upon were duly made at a cost of approximately \$100,000 to the city and of several million dollars par value of bonds to the terminal company, which bonds were guaranteed by the Louisville & Nashville and Nashville, Chattanooga & St. Louis as authorized by the terminal company's charter, and were used to repay funds advanced by the guarantors to the terminal com-

pany and expended by the latter for the construction of the facilities which it had undertaken to construct. Pursuant to this agreement the terminal company constructed a union passenger station, two adjoining freight depots, a roundhouse, some coal chutes, and adjoining yard tracks. The tracks constructed are connected with the tracks of the Louisville & Nashville and of the Nashville, Chattanooga & St. Louis, but not with the tracks of the Tennessee Central. On December 3, 1902, the lease of June 15, 1896, from the terminal company to the Louisville & Nashville and Nashville, Chattanooga & St. Louis jointly was modified and in part rescinded. The duration of the lease was reduced from 999 to 99 years, its monetary considerations were modified, and the lessees were reinvested in severalty with their original titles to all the property leased by them to the terminal company April 27, 1896, except for the intervening lien of the first mortgage for \$3,000,000 which had been given to secure the terminal company's bonds.

The Louisville & Nashville owns all of the capital stock of the terminal company and 71.776 per cent of the outstanding capital stock of the Nashville, Chattanooga & St. Louis, which it began to acquire in 1880.

Prior to August 15, 1900, the Louisville & Nashville and Nashville, Chattanooga & St. Louis operated their respective terminals independently. Each road switched for the other at a charge of \$2 per car, but on competitive traffic the switching charge was absorbed. Since August 15, 1900, all of their terminal facilities, including the terminal buildings, tracks, and other facilities leased by them jointly from the terminal company, except their individual team tracks and separate freight depots, have been maintained and operated jointly. The arrangement is called the "Nashville terminals" and is managed by a board of three, composed of the general managers of the two roads and a superintendent of terminals. The total expense of maintenance and operation is apportioned monthly between the two roads on the basis of the total number of cars and locomotives of all kinds handled for each. The association is not incorporated and is not a terminal company in the sense that the principal purpose of its existence is "to furnish terminal facilities for carriers which lack them." It is a joint agency voluntarily constituted by the Louisville & Nashville and Nash-

ville, Chattanooga & St. Louis for the joint maintenance and operation of their own facilities for their own use. The terminal tariffs of both roads publish service by the Nashville terminals and provide that "there is no switching charge to or from locations on tracks of the Nashville terminals, within the switching limits, on freight traffic, carloads, from or destined to Nashville" over either road, "regardless of whether such traffic is from or destined to competitive or noncompetitive points."

The Tennessee Central entered Nashville 1901-2 after strong opposition from the Louisville & Nashville, and leases its terminal facilities, consisting of a passenger station, freight depots, shops, main, side, and spur tracks, from the Nashville Terminal Company, a Tennessee railroad terminal corporation organized August 12, 1893, and empowered to lease its property to any railroad.

Prior to 1907 neither the Louisville & Nashville nor the Nashville, Chattanooga & St. Louis would interchange traffic with the Tennessee Central at Nashville or at any other point of connection. During 1907 both roads began to interchange with the Tennessee Central all noncompetitive traffic, except coal traffic, at a charge of \$3 per car. Noncompetitive traffic is defined as traffic between Nashville and points served by only one railroad into Nashville or points served by two or more railroads into Nashville, for which, however, one road can maintain rates which the others can not meet. The interchange is effected at Shops Junction.

On December 9, 1913, upon complaint by the city of Nashville, the Traffic Bureau of Nashville, and others, this Commission found that the Louisville & Nashville and Nashville, Chattanooga & St. Louis switched all traffic for each other at Nashville, but refused to switch coal from the Tennessee Central, except at the prohibitive rate of 60 cents per ton. No differentiating conditions were found, and it was decided that the Louisville & Nashville and Nashville, Chattanooga & St. Louis unjustly discriminated against coal from the Tennessee Central in favor of coal from each other's lines. The refusal of the Tennessee Central to switch coal from the Louisville & Nashville and Nashville, Chattanooga & St. Louis was found to be a purely retaliatory measure. *Traffic Bureau of Nashville, Tenn. v. L. & N. R. R. Co.*, 28 I. C. C. 533, affirmed in *L. & N. R. R. Co. v. United States*, 216 Fed.

672. An order was entered requiring the Louisville & Nashville and Nashville, Chattanooga & St. Louis to "abstain from maintaining any different practice with respect to switching interstate carload shipments of coal from and to the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., than they contemporaneously maintain with respect to similar shipments of coal from and to their respective tracks." The carriers have construed this order to relate exclusively to noncompetitive coal and have responded by switching noncompetitive coal from the Tennessee Central at a charge of \$3 per car, the same as all other noncompetitive traffic, but without changing their former practice relative to competitive coal.

The Louisville & Nashville will switch competitive coal and other competitive traffic to and from the Tennessee Central, but only at the local rates between Nashville and Overton, Tenn., which are the rates between Nashville and Vine Hill, by intermediate application. The interchange is usually effected, however, at Shops Junction and over the rails of the Nashville, Chattanooga & St. Louis. Until January 25, 1914, the Nashville, Chattanooga & St. Louis would perform the same service at the local rates between Nashville and Shops Junction. From December 14, 1913, to January 25, 1914, just after the complaint in this case was filed, however, these rates were published in the Nashville, Chattanooga & St. Louis terminal tariff with an express provision that they would apply on competitive traffic from or destined to the Tennessee Central. Since January 25, 1914, the terminal tariffs of the Nashville, Chattanooga & St. Louis have provided that competitive traffic will not be switched to and from the Tennessee Central, and no rates between Nashville and Shops Junction have been published except that the local rates between Nashville and Harding, the first station west of Shops Junction, apply immediately. The terminal tariff of the Tennessee Central provides that Louisville & Nashville and Nashville, Chattanooga & St. Louis competitive traffic will be switched to and from Shops Junction at the Tennessee Central's local rates between Nashville and Shops Junction.

The rates applied to this switching by the Louisville & Nashville total from \$12 to \$36 per car; the Nashville, Chattanooga & St. Louis rates, from \$7 to \$36 per car;

the rates of the Tennessee Central, from \$5 to \$36 per car. These rates are virtually prohibitive. The Tennessee Central favors their reduction, but will not reduce its rates until the Louisville & Nashville and Nashville, Chattanooga & St. Louis shall agree to reduce theirs, which they refuse to do.

Complainants ask that the Louisville & Nashville and Nashville, Chattanooga & St. Louis may be required to interchange with the Tennessee Central all traffic to and from the industries on their respective lines at Nashville at a uniform charge not to exceed \$2 per car, and that the Tennessee Central may be required to reciprocate.

The Tennessee Central insists that \$3 per car is not an unreasonable switching charge for noncompetitive traffic, but makes no attempt to justify its charges on competitive traffic, and no brief has been filed on its behalf. The Louisville & Nashville and Nashville, Chattanooga & St. Louis, however, hereinafter called defendants, contest the petition in its entirety. The two kinds of traffic will be considered in order.

The only evidence that the present charge of \$3 per car on noncompetitive traffic is intrinsically unreasonable, as complainants allege, is that lower charges, usually \$2 per car, are imposed at many other points. This is not enough, for it is well understood that switching conditions are seldom the same at different points. There is some evidence that the conditions at Nashville are not altogether unlike the conditions at some points where lower charges are imposed, but not enough to justify a finding that the conditions are substantially the same. Defendants, moreover, insist that the actual cost to the Nashville terminals of handling city freight traffic at Nashville is not less than \$4.13 per car, exclusive of fixed charges, as shown in the following table introduced as an exhibit:

	Charged to passenger traffic.	Charged to through and city traffic.	Charged to city traffic only.	Charged to through traffic only
Maintenance of way and structures -----	\$16,459.16	\$ 85,280.26	\$ 132.99	-----
Maintenance of equipment -----	7,020.12	31,615.10	14,618.39	\$ 17,342.01
Transportation expenses -----	58,949.19	325,364.76	14,266.53	12,240.18
General expenses -----	4,191.38	26,387.00	-----	-----
Total -----	\$86,619.85	\$468,647.72	-----	-----
Distribution of through and city traffic:				
Charged to handling city traffic, 78.34 per cent -----	-----	-----	367,138.63	-----
Charged to handling through traffic, 21.66 per cent -----	-----	-----	-----	101,509.09
Total -----	-----	-----	\$396,156.54	\$131,091.28
Number of cars handled -----	-----	-----	95,958	103,322
Average cost per car -----	-----	-----	\$4.128	\$1.269

Defendants assert that in making this estimate items definitely attributable to a particular kind of traffic were charged to that traffic, and that all other items were prorated on the basis of the relative number of hours of service of the yard crews assigned to each kind of traffic. Complainants attack the bases of apportionment used and object to the "general expense" block on the ground that it is a mere estimate based on the relation of general to total operating expenses shown in the accounts of 16 unnamed terminal companies. The objections made, however, and the analyses on which they are based are unconvincing and fail to show that defendants' figures are not substantially correct, even though they may not be absolutely correct. We are of the opinion, therefore, that a charge of \$3 per car for switching Tennessee Central noncompetitive traffic is not shown to be unreasonably high.

Complainants contend that at Birmingham, Ala., Atlanta, Ga., New Orleans, La., and Memphis, Tenn., the charges imposed are less than the cost of the service performed and that charges equal to the cost of the service at Nashville accordingly discriminate against Nashville, but we find no evidence to substantiate this contention.

The cost to the Nashville terminals of switching competitive Tennessee Central traffic is the same as the cost of switching noncompetitive traffic. Defendants urge against a uniform charge, however, that the two kinds

of traffic are essentially different in that the interchange of competitive traffic may result in the loss of line hauls, whereas the interchange of noncompetitive traffic can not result in loss but may result in gain by enabling the industries accommodated to increase the volume of their business. The interchange of competitive traffic involves short hauling and for that reason, defendants insist, can not be compelled. Complainants reply that defendants interchange both kinds of traffic on the same terms with each other at Nashville, and at other points, notably Memphis, with other carriers also, so that their refusal to do so for the Tennessee Central at Nashville unlawfully discriminates against the Tennessee Central competitive traffic and against Nashville, in contravention of section 3 of the act. Defendants rejoin that conditions are different at such other points, and, contending that they have merely exchanged trackage rights to and from industries on their respective lines at Nashville, insist that each road, through the Nashville terminals as its agent, does all of its own switching at Nashville, and that neither road does any switching for the other.

We think complainants' contentions well founded. Defendants unquestionably interchange traffic with each other and without distinction between competitive and noncompetitive traffic. The cars of both roads are moved over the individually owned terminal tracks of the other to and from industries on the other, and both lines are rendered equally available to industries located exclusively on one. The movement, it is true, is not performed immediately by the road over whose terminal tracks it is performed, but neither is it performed immediately by the road whose cars are moved. It is performed by a joint agent for both roads, and that being so, we are of the opinion that the arrangement is essentially the same as a reciprocal switching arrangement and accordingly constitutes a facility for the interchange of traffic between, and for receiving, forwarding, and delivering property to and from defendants' respective lines, within the meaning of the second paragraph of section 3 of the act. The joint maintenance and operation of the tracks utilized in a sense constitutes the terminal tracks of each road the tracks of the other, but inasmuch as both roads contribute nearly the same track mileage and defray the joint expenses in proportion to the number of cars han-

dled for each the arrangement can not differ materially in ultimate consequences from an arrangement whereby each road performs all switching over its own tracks and interswitches traffic with the other. The Louisville & Nashville contributes 8.10 miles of main and 23.80 miles of side tracks; the Nashville, Chattanooga & St. Louis, 12.15 miles of main and 26.37 miles of side tracks. We can not agree with defendants' contention that they have merely exchanged trackage rights. But even if they have, we think the term "facility," as used in section 3 of the act, also includes reciprocal trackage rights over terminal tracks, the consequences and advantages to shippers being identical with those accruing from reciprocal switching arrangements.

The conclusion reached accords with the conclusion expressed in *Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co.*, *supra*, which case defendants have interpreted too narrowly. Although that case related exclusively to coal traffic, the decision and order related to competitive as well as noncompetitive coal. The history of defendants' terminal arrangements at Nashville is given in greater detail in this than in the former record, but discloses nothing to change our former conclusion.

Since defendants interchange traffic with each other they can not refuse to interchange traffic upon substantially the same terms with the Tennessee Central, provided the circumstances and conditions are substantially the same, and defendants are not required "to give the use of their tracks or terminal facilities" to the Tennessee Central within the meaning of the concluding proviso of section 3. *St. L., S. & P. R. R. Co. v. P. & P. U. R'y Co.*, 26 I. C. C. 226; *Waverly Oil Works Co. v. P. R. R. Co.*, 28 I. C. C. 621; *Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co.*, 28 I. C. C. 533, affirmed in *L. & N. R. R. Co. v. United States*, 216 Fed. 672; *B., R. & P. R'y Co. v. Pa. Co.*, 29 I. C. C. 114, affirmed in *Pa. Co. v. United States*, 214 Fed. 445; *Switching at Galesburg, Ill.*, 31 I. C. C. 294. Defendants insist upon the further limitation that they can not be compelled to "short haul" their own lines in favor of the Tennessee Central, but we can not agree with this contention. Section 1 of the act requires carriers by railroad to establish through routes and to interchange cars with connecting carriers. Through routes and the interchange of cars are thus expressly in-

cluded among the facilities for the interchange of traffic which the second paragraph of section 3 in turn requires carriers to afford to all connecting carriers equally and without discrimination in rates and charges. Section 15 empowers the Commission to establish through routes over connecting lines whenever the carriers themselves refuse or neglect to establish them voluntarily. It is true section 15 also provides that in establishing such through routes the Commission shall not "require any company, without its consent, to embrace in such route substantially less than the entire length of its railroad and of any intermediate railroad operated in conjunction and under a common management or control therewith which lies between the termini of such proposed through route unless to do so would make such through route unreasonably long as compared with another practicable through route which could otherwise be established." This provision, however, relates exclusively to the power of the Commission to establish through routes, and, since orders against discrimination by carriers between their connections in the matter of through routes are enforceable without the establishment of through routes by the Commission, does not apply to the provisions of section 3 either expressly or by necessary implication. Defendants short haul their respective lines in favor of each other, and in our opinion can not under the act as now amended refuse to interchange traffic with the Tennessee Central solely on the ground that they would thereby short haul their own lines. Defendants also insist that the ownership of 71 per cent of the capital stock of the Nashville, Chattanooga & St. Louis by the Louisville & Nashville constitutes them a single line and entitles them to accord each other more favorable treatment than they accord to other lines. This contention was repudiated in *Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co., supra*.

We do not find that the conditions of interchange of traffic between defendants' lines and the Tennessee Central differ substantially from the conditions of interchange between defendants' lines. Defendants assert that Tennessee Central cars delivered over their rails by the Nashville terminals normally return empty, whereas their own cars normally return loaded, except coal cars, and that coal cars occasionally return loaded with brick, stone, lumber, etc. No figures are given, however, nor

is it clear that the difference in the return movement, if any, is not directly attributable to the interchange by defendants of competitive as well as noncompetitive traffic or possibly to the indiscriminate use of each other's cars. Tennessee Central cars can be placed at industries on defendants' rails west of Shops Junction in the same number of switching movements as defendants' cars. Tennessee Central cars necessitate an extra stop of defendants' switching trains at Shops Junction, but are handled at that point more easily than defendants' cars are handled in the yards of the terminal company, defendants' primary classification yard. They are also hauled a shorter distance than defendants' cars. One more switching movement is required to place Tennessee Central cars at industries on defendants' rails east of Shops Junction than defendants' cars require—a movement from Shops Junction to the terminal company's yards. But since defendants' switching trains plying between the terminal company's yards and West Nashville all pass Shops Junction, the extra movement of Tennessee Central cars between Shops Junction and the yards of the terminal company can not cause much extra expense, and since noncompetitive Tennessee Central traffic is switched, such extra expense, if any, is evidently considered negligible by defendants themselves. The cost to defendants of switching competitive Tennessee Central traffic is the same as the cost of switching noncompetitive traffic. None of these conditions relative to switching Tennessee Central traffic, moreover, appears to differ materially from the conditions of interchange between defendants' lines prior to the creation of the Nashville terminals, which conditions were improved only at the very considerable expense incurred by defendants through the building operations of the terminal company.

Defendants contend that the interchange of competitive traffic with the Tennessee Central would not be mutually advantageous. In support of this contention they show that there are approximately 240 industries located exclusively on their rails, equipped with sidings that will accommodate approximately 2,350 cars, as compared with 100 industries equipped with sidings accommodating not over 700 cars located exclusively on the rails of the Tennessee Central, and that during the six

months ending January 31, 1914, defendants delivered to the Tennessee Central for placement at Tennessee Central industries 245 loaded cars and 196 cars for transportation as compared with 952 cars received by defendants from the Tennessee Central for placement by the Nashville terminals and 104 cars received for transportation. These figures furnish some evidence that defendants together potentially control more traffic to and from Nashville than the Tennessee Central potentially controls and that defendants together may lose more competitive traffic through reciprocal switching than they will gain, although the figures given relative to the number of cars actually interchanged apparently relate exclusively to noncompetitive traffic. These comparisons, however, are irrelevant. Only the effect of reciprocal switching on defendants' lines individually is relevant, and as to this the record is silent. Neither is there any evidence that the interchange of traffic between defendants' lines is mutually advantageous. If not mutually advantageous one line at least can not urge lack of mutual advantage against reciprocal switching with the Tennessee Central. If the Nashville, Chattanooga & St. Louis, for example, is willing to interchange traffic with the Louisville & Nashville, even though it loses more traffic than it gains, it is not in a position to refuse to interchange traffic with the Tennessee Central solely on the ground that more traffic will be lost than gained. Defendants assert that the industries served by them through the Nashville terminals are about equally divided between their respective lines. This does not prove, however, that the volume of traffic to and from the two groups of industries is the same or that the interchange of traffic between the two lines is mutually advantageous. General assertions are insufficient, moreover, to prove that reciprocal switching arrangements are mutually advantageous. More definite evidence should be given, preferably figures showing the precise amount of traffic surrendered or gained by each road participating in the arrangement. *Switching at Galesburg, Ill., supra.*

The Louisville & Nashville interswitches competitive and noncompetitive traffic on the same terms with other carriers at several other points, notably Memphis, Tenn., and Birmingham, Ala., while the Nashville, Chattanooga & St. Louis admittedly interswitches both kinds of traffic

at the same rates with all connections at all points of connection with other carriers, except Nashville and Lebanon, Tenn., where it connects with the Tennessee Central. Since November 14, 1914, a switching charge of \$2 per car for both kinds of traffic has been in effect at Lebanon. We do not find any substantial evidence that the conditions peculiar to the interchange of competitive traffic at such other points are substantially unlike the conditions at Nashville or that the interchange is mutually advantageous at such other points. Under these circumstances we think the almost unique policy pursued at Nashville requires more to justify it than has been shown.

The only use of defendants' "tracks or terminal facilities" asked by complainants for the Tennessee Central is the use incidental to the movement of Tennessee Central cars by defendants to and from industries on defendants' tracks. No use by Tennessee Central trains is asked, nor any use of defendant's freight depots or team or storage tracks. In the latter case defendants' tracks would be used for transportation conducted by the Tennessee Central. In the case of the use actually asked defendants will conduct the transportation, and the difference is more than a mere difference in degree.

Most of the industries involved are situated from 2 to 7 miles from Shops Junction. The service asked is a railroad haul, and in our opinion constitutes transportation, as defendants tacitly concede when they argue that the local rates to and from Shops Junction and Vine Hill at which they had moved Tennessee Central competitive traffic are transportation rates for transportation to and from local points. Section 1 of the act requires railroads subject to the act to furnish transportation, including the transportation of cars of connecting carriers. Since adequate provision is made for the return of cars interchanged and for compensation for their use, and the use of tracks incidental to transportation conducted entirely by the carrier whose tracks are used is the very use which railroads are constituted to afford, no property is "taken" by these provisions. *G. T. R'y Co. v. Michigan R'y Comm.*, 231 U. S. 457; *C. & M. & St. P. R'y Co. v. Iowa*, 233 U. S. 334; *C. & L. R'y Co. v. Railroad Commission*, 95 N. E. 364; *Pa. Co. v. U. S.*, 214 Fed. 445; *St. L. & P. R. R. Co. v. P. & P. U. R'y Co.*, *supra*.

Complainants contend, moreover, that the local rates applied by defendants for the movement of Tennessee Central competitive traffic to and from Shops Junction have been applied as switching charges and that defendants have voluntarily subjected their tracks and terminal facilities to the use now asked for the Tennessee Central. The contention is not without merit. Defendants' terminals are admittedly open to noncompetitive Tennessee Central traffic; and the publication by the Nashville, Chattanooga & St. Louis of the rates to and from Shops Junction to apply on competitive Tennessee Central traffic in its terminal tariff from December 14, 1913, to January 25, 1914, constituted a distinct representation to the public that Tennessee Central competitive traffic would be switched at those rates by the Nashville, Chattanooga & St. Louis. Defendants explain this action on the ground that the expansion of the city had rendered Shops Junction an intracity or intraterminal point. Shippers, however, were under no duty to go behind the face of the tariff. Furthermore, no traffic other than Tennessee Central traffic is handled by defendants at Shops Junction, no pay station is maintained there, and defendants' tracks are not accessible at that point either by roadway or street. The Louisville & Nashville local rates similarly applied, which, as previously stated, are the rates between Nashville and Overton, Tenn., with intermediate application at Vine Hill, have never been published in the Louisville & Nashville terminal tariffs, but, on the other hand, have been applied to and from Shops Junction, which point is reached by the Louisville & Nashville only, through the operations of the Nashville terminals and over the rails of the Nashville, Chattanooga & St. Louis. It is fairly arguable, therefore, that the Louisville & Nashville also has applied its local rates as switching charges. But if defendants have voluntarily opened their terminals to Tennessee Central traffic they are not being compelled to do so. *M. & M. Asso. v. P. R. R. Co.*, 23 I. C. C. 474; *Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co.*, *supra*; *Botsford & Barrett v. P. R. R. Co.*, 29 I. C. C. 469; *Seattle Chamber of Commerce v. G. N. R'y Co.*, 30 I. C. C. 683.

The virtually prohibitive charges imposed by defendants for switching competitive Tennessee Central traffic at Nashville cause Nashville shippers little direct pecuni-

ary loss. Industries located on any of the three lines can avoid the switching charges imposed by the others by shipping over the line on which they are located. They are subject, however, to all the disadvantages of service by a single railroad. Shipments are frequently mis-routed. If the railroads are shown to be at fault, delivery is made by drays at the railroad's expense, but only after the consignee has prepaid all charges, including drayage charges, and provided the consignee has notified the railroad of the error in routing before accepting the shipment. Delivery is delayed and frequently goods are damaged by drayage. Lumber merchants located on defendants' lines can not profitably take advantage of the mill-ing-in-transit service accorded at Nashville by the Tennessee Central. Shipments may be delayed because of a car shortage on one line, although another line has a surplus of cars. Industries located on one line lose customers at other points who prefer shipment over the other lines. These disadvantages to shippers affect Nashville as a city and hinder its growth as an industrial center.

Under all of the circumstances disclosed we are of the opinion and find that defendants' refusal to switch competitive traffic to and from the Tennessee Central at Nashville on the same terms as noncompetitive traffic while interchanging both kinds of traffic on the same terms with each other is unjustly discriminatory, and that so long as defendants switch both competitive and noncompetitive traffic for each other at Nashville at a charge equal to the cost of the service, exclusive of fixed charges, the charges imposed for switching Tennessee Central traffic should not exceed the cost of the service performed.

Since defendants impose no charge upon shippers for the service performed by the Nashville terminals they virtually absorb the charges which they impose upon each. The charges imposed by the Tennessee Central for switching defendants' traffic are not absorbed, either in whole or in part. However, discrimination in the matter of the absorption of charges is not alleged in the complaint nor discussed in the record and therefore can not be considered.

It appears that there are more than 20 industries at Nashville which the Nashville terminals and the Tennes-

see Central both serve, over the same lead tracks. There is no evidence, however, that these industries are unduly preferred to the detriment of other industries at Nashville.

The Tennessee Central switches competitive and non-competitive grain to and from defendant's lines from and to the Hermitage elevator located on its tracks several miles north of Shops Junction at a charge of \$2 per car, but refuses to accord this rate to other grain dealers located on its tracks at Nashville. Complainants challenge the discrimination. The conditions are not identical, but we do not find that they are sufficiently dissimilar to justify different switching charges. We find that the Tennessee Central unduly prefers the Hermitage elevator.

An order will be entered in accordance with the conclusions herein expressed.

HARLAN, *Chairman*, dissents.

EXHIBIT G.

ORDER.

At a general session of the INTERSTATE COMMERCE COMMISSION, held at its office in Washington, D. C., on the 1st day of February, A. D. 1915.

No. 6484.

CITY OF NASHVILLE AND TRAFFIC BUREAU OF
NASHVILLE,

v.

LOUISVILLE & NASHVILLE RAILROAD COMPANY; LOUISVILLE & NASHVILLE TERMINAL COMPANY; NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY; NASHVILLE TERMINAL COMPANY; TENNESSEE CENTRAL RAILROAD COMPANY; AND H. B. CHAMBERLAIN AND W. K. McALLISTER, RECEIVERS THEREOF.

This case being at issue upon complaint and answers on file, and having been duly heard and submitted by the parties, and fully investigation of the matters and things involved having been had, and the Commission having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, That defendants Louisville & Nashville Railroad Company, Nashville, Chattanooga & St. Louis Railway, and Louisville & Nashville Terminal Company be, and they are hereby, notified and required to cease and desist, on or before May 1, 1915, and thereafter to abstain, from maintaining a practice whereby they refuse to switch interstate competitive traffic to and from the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., on the same terms as interstate non-competitive traffic, while interchanging both kinds of said

traffic on the same terms with each other, as said practice is found by the Commission in its said report to be unjustly discriminatory.

It is further ordered, That said defendants Louisville & Nashville Railroad Company, Nashville, Chattanooga & St. Louis Railway, and Louisville & Nashville Terminal Company be, and they are hereby, notified and required to establish, on or before May 1, 1915, upon notice to the Interstate Commerce Commission and to the general public by not less than 30 days' filing and posting in the manner prescribed in section 6 of the act to regulate commerce, and thereafter to maintain and apply to the switching of interstate traffic to and from the tracks of the Tennessee Central Railroad Company at said Nashville, rates and charges which shall not be different than they contemporaneously maintain with respect to similar shipments to and from their respective tracks in said city, as said relation is found by the Commission in its said report to be nondiscriminatory.

It is further ordered, That defendants Tennessee Central Railroad Company and its receivers, H. B. Chamberlain and W. K. McAlister, be, and they are hereby, notified and required to cease and desist, on or before May 1, 1915, and thereafter to abstain, from charging, demanding, collecting, or receiving any greater switching charges to and from other points on the tracks of the Tennessee Central Railroad Company at Nashville, Tenn., on interstate shipments of grain than are contemporaneously in effect on such shipments to and from the Hermitage elevator located on said tracks, as the present relation of such switching charges is found by the Commission in its said report to be unjustly discriminatory.

It is further ordered, That said defendants mentioned in the next preceding paragraph hereof be, and they are hereby, notified and required to establish, on or before May 1, 1915, upon notice to the Interstate Commerce Commission and to the general public by not less than 30 days' filing and posting, in the manner prescribed in section 6 of the act to regulate commerce, and thereafter to maintain and apply switching charges to and from other points on the tracks of the Tennessee Central Railroad Company at said Nashville on interstate shipments of grain which are no higher than the switching charges contemporaneously in effect on such shipments to and

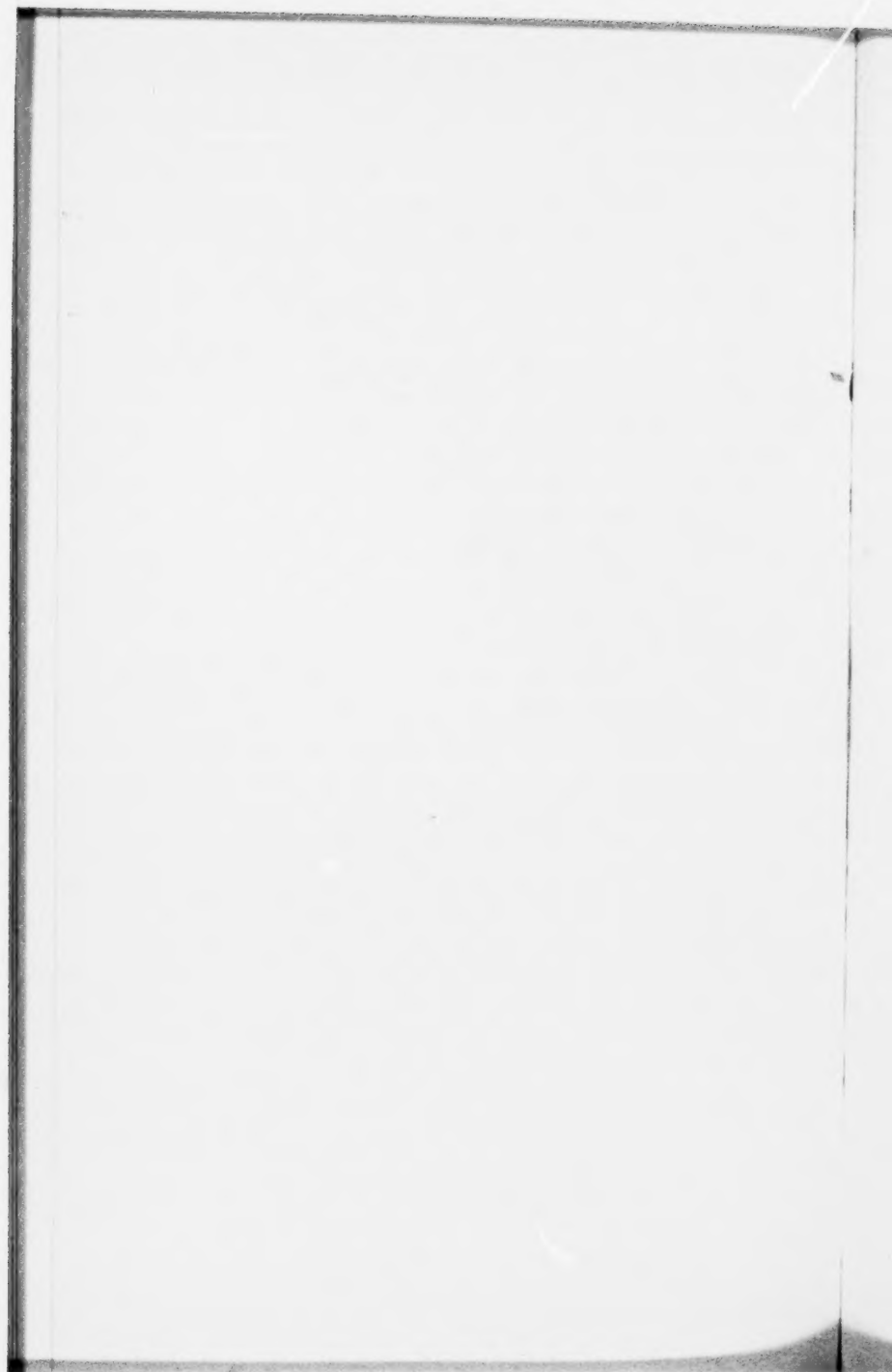
from the Hermitage elevator located on said tracks, as such relation is found by the Commission in its said report to be nondiscriminatory.

And it is further ordered, That this order shall continue in force for a period of not less than two years from the date when it shall take effect.

By the Commission.

[SEAL.]

GEORGE B. MCGINTY,
Secretary.



LOUISVILLE & NASHVILLE RAILROAD CO., ET AL.,

vs.

No. 30. IN EQUITY.

UNITED STATES OF AMERICA, ET AL.

I, H. M. Doak, clerk of the District Court of the United States for the Middle District of Tennessee and the Nashville Division thereof, hereby certify that the foregoing in this Volume II, and the contents of Volumes I and III of this record, constitute a true, perfect and complete transcript of the record in the above-styled cause, as the same is on file or of record in my office. In witness whereof I have hereunto signed my name and affixed the seal of said court, at my office, at Nashville, Tenn., this the 12th day of November, 1915.

H. M. DOAK, *Clerk.*